

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 90 PAGES			
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-R-1603		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 29 Jan 2015		6. REQUISITION/PURCHASE NO. ACQR3737276			
7. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301 TEL: FAX:				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Block 7</u> until <u>12:00 PM</u> local time <u>16 Feb 2015</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME EUCLID-JAKE P. POSADAS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-4217		C. E-MAIL ADDRESS euclidjake.posadas@navy.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>				17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM			
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

SECTION A

The common cut-off date for receipt of all written solicitation questions is close of business on the 15th calendar day after the solicitation posting date. Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation to the Contract Specialist, Euclid-Jake Posadas via email: euclidjake.posadas@navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Comments and questions must reference SOLICITATION N39430-15-R-1603. Acknowledgement of receipt of questions will not be made.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	<p>BASE YEAR-Integrated Product Support FFP</p> <p>The contractor shall provide Lifecycle Sustainment and Integrated Product Support (IPS) services in accordance with the PWS Section C and technical data in accordance with Contract Data Requirements List (CDRL).</p> <p>Maximum amount is the maximum estimated amount provided in CLIN 0001 of Section J, Attachment 7, described as Schedule of Estimated Firm Fixed Price. Maximum quantity indicated above is in fact the estimated quantity and the figure reflects dollars.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: ACQR3737276</p>	5,999,999	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	OPTION YEAR 1-Integrated Product Support FFP The contractor shall provide Lifecycle Sustainment and Integrated Product Support (IPS) services in accordance with the PWS Section C and technical data in accordance with Contract Data Requirements List (CDRL).	5,999,999	Each		
<p>Maximum amount is the maximum estimated amount provided in CLIN 0002 of Section J, Attachment 7, described as Schedule of Estimated Firm Fixed Price. Maximum quantity indicated above is in fact the estimated quantity and the figure reflects dollars.</p> <p>FOB: Destination</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	OPTION YEAR 2-Integrated Product Support FFP The contractor shall provide Lifecycle Sustainment and Integrated Product Support (IPS) services in accordance with the PWS Section C and technical data in accordance with Contract Data Requirements List (CDRL).	5,999,999	Each		
<p>Maximum amount is the maximum estimated amount provided in CLIN 0003 of Section J, Attachment 7, described as Schedule of Estimated Firm Fixed Price. Maximum quantity indicated above is in fact the estimated quantity and the figure reflects dollars.</p> <p>FOB: Destination</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	OPTION YEAR 3-Integrated Product Support FFP The contractor shall provide Lifecycle Sustainment and Integrated Product Support (IPS) services in accordance with the PWS Section C and technical data in accordance with Contract Data Requirements List (CDRL).	5,999,999	Each		
<p>Maximum amount is the maximum estimated amount provided in CLIN 0004 of Section J, Attachment 7, described as Schedule of Estimated Firm Fixed Price. Maximum quantity indicated above is in fact the estimated quantity and the figure reflects dollars.</p> <p>FOB: Destination</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	OPTION YEAR 4-Integrated Product Support FFP The contractor shall provide Lifecycle Sustainment and Integrated Product Support (IPS) services in accordance with the PWS Section C and technical data in accordance with Contract Data Requirements List (CDRL).	5,999,999	Each		
<p>Maximum amount is the maximum estimated amount provided in CLIN 0005 of Section J, Attachment 7, described as Schedule of Estimated Firm Fixed Price. Maximum quantity indicated above is in fact the estimated quantity and the figure reflects dollars.</p> <p>FOB: Destination</p>					

MAX
NET AMT

SECTION B**Supplies or Services and Prices**

B.1 Each Contract line Item Number (CLIN) set forth in the schedule (Section B) includes an estimated quantity of the dollar value of all orders that will be placed during that ordering period. Offerors should use those estimated quantities for planning purposes and for the preparation of their proposals including price proposal. Circumstances may change after award such that the Government may need to issue orders which exceed the estimated quantity set forth for any particular ordering period. The aggregate of all the estimated quantities for all ordering periods is the maximum amount the Government may order under the contract as a whole including option ordering periods if exercised. The Government may, however, place orders during any ordering period which exceed the estimated quantity for that period so long as the next option is exercised and the contract maximum is not exceeded. Any estimated quantity not consumed in an ordering period remains available for use in a subsequent ordering period.

B.2 This is an IDIQ Single Award contract with a one-year Base period and (4) one-year Option periods. Task orders will be Firm Fixed Price (FFP).

B.3 The minimum guarantee per the basic contract is \$10,000 for the base year only.

B.4 The maximum amount for all years is \$29,999,999.

Section C - Descriptions and Specifications

SECTION C

C.1.0 SCOPE: This Scope of Work for this Performance Work Statement (PWS) covers project management, administrative, technical, and professional services and materials in support of the Lifecycle Sustainment and Integrated Product Support (IPS) responsibilities for the Naval Facilities Engineering Command (NAVFAC) Engineering and Expeditionary Warfare Center (EXWC), Port Hueneme, CA, located at Naval Base Ventura County through the completion of project based work.

The effort expended by the Contractor to perform within the task orders issued under this contract requires qualified personnel and shall follow industry accepted methodologies and practices. The effort is further characterized by endeavoring to use effective and efficient methods, and demonstrating sound cost control.

Attachment 1 provides a list of Acronyms and Abbreviations normally used by the Government and throughout this document.

C.1.1 Background. NAVFAC Expeditionary Program Office (NEPO) has been designated by the Navy as the prime Logistics Support Center for expeditionary systems and equipment for the Navy Expeditionary Combat Command (NECC) and other Navy and Expeditionary Type Commands. The NECC's main mission is to operate as the Command Headquarters to approximately sixty (60) smaller Expeditionary Warfare Community units and, in part, provides an avenue for those units to obtain required logistics support, to meet their individual missions and goals. NEPO has designated NAVFAC EXWC as In-Service Engineering Agent (ISEA) for all the expeditionary systems and equipment under NEPO authority. As ISEA, NAVFAC EXWC enables the readiness of the various Navy and Marine Expeditionary Warfare units through the innovative management and delivery of supplies, equipment, and specialized engineering and logistics support.

The types of expeditionary assets and equipment procured by the Government that will be supported under this contract will be support vehicles, construction equipment, generators, compressors, watercraft, physical security, Sealift and surveillance, and other commercial type support equipment and systems.

Attachment 2 and Attachment 3 provides historical information of NAVFAC EXWC supported equipment types and related Integrated Product Support (IPS) products obtained under previous contracts and is for information purposes only. Attachment 2 displays the types of equipment that have potential Planned Maintenance system (PMS) and Configuration Data Management (CDM) type effort, while Attachment 3 displays the types of equipment that have other potential IPS type efforts. However, these lists are only representative of the types of equipment procurements which have been historically used to fulfill these requirements, and, therefore, may or may not reflect the actual procurements that will be acquired in the future.

C.2.0 APPLICABLE DOCUMENTS: The following documents are applicable to this PWS and are available on-line or can be provided electronically by the Contracting Officer if requested by Task Order.

C.2.1 DEPARTMENT OF DEFENSE SPECIFICATIONS

MIL-DTL-23618 - Manuals, Technical: Periodic Maintenance Requirements

MIL-DTL-81927 - Manuals, Technical: Work Package Style, Format, and Common Technical Content Requirements; General Specification for Work Package Concept

MIL-M-85337 - Manuals, Technical Quality Assurance Program

MIL-PRF-32216 EVALUATION OF COMMERCIAL OFF-THE-SHELF (COTS) MANUALS AND PREPARATION OF SUPPLEMENTAL DATA (17 OCT 2006)

C.2.2 DEPARTMENT OF DEFENSE STANDARDS:

MIL-STD-38784 – Standard Practice for Manuals, Technical; General Style and Format Requirements for Work Package Concept

MIL-STD-3007 – Standard Practice for Unified Facility Criteria
 MIL-DTL-3100 – Technical Data Packages
 MIL-STD- 961 – Defense and Program Unique Specifications Format and Content
 MIL-P-24534A - Planned Maintenance System: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation
 MIL-STD-3034 – Reliability-Centered Maintenance (RCM) Process
 GEIA-STD-0007 – Logistic Product Data
 TA-STD-0017, PRODUCT SUPPORT ANALYSIS
 TechAmerica-STD-0016 - STANDARD FOR PREPARING A Diminishing Manufacturing Sources Material System (DMSMS) MANAGEMENT PLAN

C.2.3 DEPARTMENT OF DEFENSE HANDBOOKS:

MIL-HDBK-38790 – Printing Production of Technical Manuals
 MIL-HDBK-61- Configuration Management Guide
 UFC 1-300-09N - Unified Facility Criteria- Design Procedures
 GEIA-HB-0007, Handbook and Guide for Logistics Product Data
 RISK MANAGEMENT GUIDE FOR DOD ACQUISITION, Sixth Edition (Version 1.0), August, 2006, Department of Defense
 Integrated Product Support Element Guidebook Update: December 2011 Defense Acquisition University
 Hazardous Material Users Guide (HMUG), S9086-WK-STM-020, NSTM Chapter 670 Volume II
 MIL-HDBK-502A – PRODUCT SUPPORT ANALYSIS
 TA-HB-0007-1 - HANDBOOK AND GUIDE FOR LOGISTICS PRODUCT DATA REPORTS

C.2.4 STANDARD AND SPECIFICATION OF DRAWINGS:

ASME Y14.1 - Decimal Inch Drawing Sheet Size and Format
 ASME Y14.2M - Line Convention and Lettering
 ASME Y14.100 - Engineering Drawing Practices
 ASME Y14.24 - Types and Applications of Engineering Drawings
 ASME Y 14.34M- Associated Lists
 ASME Y14.35M - Revision of Engineering Drawings and Associated Documents
 ASME Y 14.5M - Geometric Dimensioning and Tolerancing
 ASME Y14.38 - Abbreviations and Acronyms for Use on Drawings and Related Documents
 AWS A2.4 - Weld Symbols

C.2.5 DIRECTIVES:

DEPARTMENT OF DEFENSE

DoDD 5000.1 Defense Acquisition (Add Interim DoD 5000.2 replacement)
 DoDI 5000.0 Defense Acquisition Management Policies and Procedures

C.2.6 Instructions:

NAVSEAINST 4790.8 (series) Ships' Maintenance and Material Management (3-M) Manual
 OPNAVINST 4790.4 (series) Ships' Maintenance and Material Management (3-M) System Policy
 OPNAVINST 5100.19 (series) Navy Occupational Safety and Health Program (Afloat)
 OPNAVINST 5100.23 (series) Navy Occupational Safety and Health Program (Ashore)
 COMMNECCINST 4790.1 Commander, Navy Expeditionary Combat Command (COMNECC), Maintenance and Material Management (3-M) System
 COMMNECCINST 4590.1 Navy Expeditionary Combat Command Civil Engineering Support Equipment, Boat, Material Handling Equipment and Weight Handling Equipment Management Instruction.

C.2.7 Other Publications:

NAVFAC P-300 Management of Civil Engineering Support Equipment
 NAVFAC P-307 Management of Weight Handling Equipment
 NAVSEA 9090-1500 Technical Specification; Provisioning Allowance, and Fitting Out Support
 FLIS PROCEDURES MANUAL DOD 4100.39, Vol. 1 Section 1.1.7
 NAVSUP P488 Coordinated Shipboard Allowance List Use and Maintenance Manual
 NAVFAC 4423/4A "Companion" CESE Lead Allowance Part List (LAPL)
 NAVFAC 4423/4B "Component" CESE Lead Allowance Parts List (LAPL)
 Army Corp of Engineers Safety Manual EM-385-1-1

C.2.8 Data Item Description (DID)

DI-SESS-81758

C.3.0 GENERAL INFORMATION:

C.3.1 General Integrated Product Support (IPS) includes the acquisition and life cycle management of Commercial-Off-The-Shelf (COTS) Technical Manuals (TM's), development and/or maintenance of Navy unique equipment/system/facilities TMs, development and management of Allowance Parts Lists (APLs), Allowance Equipage Lists (AELs), technical documents such as technical drawings, and User Logistics Support Plans (ULSP's), providing on-site technical support at NAVFAC EXWC, and the development and management of Configuration Data Management (CDM) data and Planned Management System (PMS) documentation. Support also includes providing logistics assistance and review of IPS documentation as part of the overall logistics support package for equipment procured for the Naval Expeditionary Combat Enterprise (NECE) units required for policy and process development as a part of the NECE Cross-Functional-Team (CFT3) working groups. Other TYCOM units such as Naval Beach Groups (NBGs) and other Fleet units deployed in support of Expeditionary missions, as well as other non-TYCOM programs and special projects. Modernization support includes the development and management of Engineering Change Proposals, Ship Alteration Requests and organizational review thereof.

C.3.1.1 The Contractor shall provide, upon request, full Product Support, as detailed in Integrated Product Support Element Guidebook Update: December 2011 Defense Acquisition University, under the following Product Support elements: Design Interface, Sustaining Engineering, Supply Support, Maintenance Planning & Management, Packaging, Handling, Storage & Transportation (PHS&T), Technical Data, Support Equipment, Training & Training Support; Manpower & Personnel, Facilities & Infrastructure and Computer Resources.

C.3.1.2 The Contractor shall provide Product Support programmatic support services for NAVFAC EXWC equipment/systems and associated components and peripherals to include the areas of maintenance, asset management, technical documentation, and training curriculum and documents support. The contract support efforts shall require analysis and documentation support of logistics planning, resource management, acquisition of TM, certification implementation and life cycle planning, operational use, equipment deactivation, equipment disposal, post production support, and execution of logistics planning documents.

C.3.1.3 Deliverables may be required in printed or digital media pursuant to the Task Orders, of the following: technical reports; drawings; test plan; photographs; charts; graphs; technical manuals; and maintenance task. In addition, contract support may include the development and/or update of documentation and databases. The Contractor shall make the Government aware of choices, options and alternatives should an individual project require further justification or present more economical solutions.

C.3.2 Non-Personal Services:

The Government shall neither supervise contractor's employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work

schedules for, individual contractor employees. The contractor shall manage its employees guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

C.3.3 Places of Performance/Travel:

Work shall primarily be performed at the Contractor's facilities. However, on an "as needed" basis, there may be travel requirements to conduct effort at Port Hueneme, CA, or at sites in other locations within the Contiguous United States (CONUS) or outside of the Contiguous United States (OCONUS). As an example, other work site locations may include: Coronado/San Diego, CA; Norfolk, VA; Washington, DC; Gulfport, MS; Warren, MI; Texarkana, TX; Jacksonville, FL; Seattle, WA, Guam; or Okinawa, Japan.

Exact locations, trip durations, purpose and number of required Contractor personnel will be detailed in each individual Task Order when released.

All travel by contractor personnel must be authorized in writing prior to travel costs being incurred.

Reimbursement for travel costs will be in accordance with the Federal Acquisition Regulation (FAR) Part 31.205-46, "Travel Costs".

Whenever feasible, the contractor shall assign personnel in the local area where the work is being performed to reduce travel costs.

C.3.4 Period of Performance: The period of performance shall be for one (1) Base Period of 12 months and four (4) 12-month option period. The Period of Performance reads as follows:

Base Period
Option Period I
Option Period II
Option Period III
Option Period IV

C.3.5 Work Hours:

At a minimum, contractor personnel shall be available during NAVFAC EXWC's core business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of Federal holidays. There are no restrictions on contractor working hours at the contractor's facility.

C.3.6 Access, Security and Safety Requirements:

C.3.6.1 Access Requirements:

In accordance with SECNAV M-5510.30, the Navy Personnel Security Program Manual, Chapter 6, Section 6.6, Paragraph 2b and 2c, as well as Homeland Security Presidential Directive 12 (HSPD-12) and United States Office of Personnel Management Memorandum, Final Credentialing Standards for Issuing Personal Identity Verification Cards under HSPD-12 dated 31 July 2008, the contractor shall ensure that all individuals performing work on behalf of the government have a current, favorably adjudicated Background Investigation (BI) of the appropriate level.

Contractor personnel shall coordinate with the Government COR to complete and submit an application for a DOD Common Access Card (CAC) through the Trusted Assistance Sponsorship System (TASS). Contractor shall complete and submit a National Agency Check with Inquiries (NACI) on behalf of their employees (who need a CAC card) to the local Security Management Officer. This policy is in accordance with the DoD Industrial Security Program, DOD 5220.22-R and the TASS Trusted Agent program.

Once the CAC request has been approved, Contractor personnel will proceed to the designated CAC issuance location identified by the Government sponsor with the appropriate documentation to support their identification and/or citizenship. The CAC issuance location will then issue the CAC.

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy installations by submitting identification credentials for verification and undergoing a criminal screening/background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at vendor's own cost though a designated independent contractor NCACS service provider. Credentials will be issued every 5 years and access privileges will be reviewed and renewed on an annual basis. The cost incurred to obtain Navy installation access of any kind are not reimbursable, and the price(s) paid to obtain long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" on the CNIC Headquarters public website at <http://cnic.navy.mil/>

Contractor employees shall fill out a System Authorization Access Request Form (SAAR) to obtain access to any Government computer system (remote or otherwise).

Seven working days before the contract end date, the contractor shall adhere to government checkout procedures for the termination and/or collection of all Public Key Infrastructure (PKI), CAC, NAVFAC Badges, Parking Passes, and Parking Decals. This pertains to NAVFAC support contractors both on site and off site.

C.3.6.2 Security Requirements:

In order to begin work on some task orders that will be issued under this contract, the Contractor personnel maybe required to have a SECRET level Department of Defense (DOD) security clearance prior to commencing work on a specified task order. After award, contractor is required to submit a completed DD Form 254 (Dept of Defense Contract Security Classification Specification) to begin the security clearance process. Attachment 4 provides the preliminary form.

Trustworthiness Security, see paragraph C.3.6.3, is required. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. Contractor personnel shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of task orders under this contract. The Contractor personnel must pass a background investigation.

Trips to overseas activities may also require an Area Clearance. Based on input from the Contractor, requests for Area Clearances will be submitted by the Government forty-five (45) days or more in advance of the planned departure date.

All Contractor personnel assigned to perform on the detailed Task Orders shall be U.S. citizens, shall maintain a current, valid passport and be fluent in the English language, as exemplified in their written and verbal skills.

All Contractor personnel, existing or new hires after contract award, shall be pre-cleared prior to working on this contract. This includes the completion of a successful "National Agency Check with Local Records Check" (NACLC) for all positions.

Work on this contract will require Contractor personnel to have access to Privacy Information. Therefore, all Contractor personnel involved with this contract shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

The Contractor personnel shall complete "Conflict of Interest and Non-Disclosure Statement" forms for every employee and appropriate corporate officer assigned to or associated with this contract on behalf of their corporation. The Government will request copies of these documents.

The Contractor shall certify that it has reviewed the accepted contract and task order specifics, and referenced security plans, with all Contractor employees (including any Sub Contractor personnel) prior to these employees engaging in field activities. The Contractor shall take immediate precautions for security compromises and prevention of same.

C.3.6.3 Trustworthiness Security – Navy Contract/Task Orders

Defense Security Service (DSS). Therefore, all personnel accessing DON Computer systems must pass a National Agency Check to verify their trustworthiness and the Contractor shall provide acceptable substitute(s) for those personnel that are rejected. Also, Command will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the Contractor employees. The following addresses those requirements for Trustworthiness Security.

"Each Contractor employee will have a favorably completed National Agency Check Local Credit (NACLC)."

If Contractor personnel currently have a favorably adjudicated NACLC the Contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the task order if less than one year.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the contractor Facility Security Officer (FSO) for the trustworthiness determination.

Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final.

The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this contract and task orders are protected from further disclosure unless the agency provides written consent to such disclosure.

C.3.6.4 Safety Requirements

When ever the contract requires performance on a DoD installation the contractor will contact the installation safety office to receive safety instructions. The contractor must comply with the instructions provided by the safety office. This contact must be made before work on the installation begins. When working on an installation the contractor will comply with all applicable portions of the Army Corp of Engineers Safety Manual EM-385-1-1

C.3.7 Planned Maintenance system Certifications:

The Contractor shall have a core staff of Reliability Centered Maintenance (RCM) Level I and II certified personnel and maintain a core staff for the entire period of the contract. RCM Level I is required for supporting Technical Feed Back Report efforts, Maintenance Effective Reviews (MER) and various other Maintenance and Material Management (3-M) support areas. RCM Level II is required for PMS development. The RCM Level 1 and RCM Level II certification requirement also applies to any PMS Contractor personnel assigned to work on-site at NAVFAC EXWC.

C.3.8 Post Award Conference:

The Contractor will attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate may attend to this

meeting to achieve a clear and mutual understanding of all contract requirements and to identify and resolve potential problems. These meetings shall be at no cost to the government.

C.3.9 IN-PROCESS REVIEWS:

The Contractor shall conduct monthly In-Process Review (IPRs) via teleconference coordinated by the contractor. During the In-Process Review (IPRs) the contractor shall provide the Government with a detailed account of schedule and technical performance information of the Task Orders against the project plan, present accomplishments, problem areas, and alternatives for technical resolutions, as needed. These meetings shall be at no cost to the government. Unless waived by the Government COR or Contract Specialist, IPRs shall be held once a month for the duration of the contract with the selected date/start time as mutually agreed upon. It is anticipated that the IPR presentations/discussions can be accomplished within three (3) hours or less. Quarterly in-person IPRs shall be conducted at NAVFAC EXWC, 1100 23rd Avenue, Bldg. 1100, Port Hueneme, CA. NAVFAC EXWC will be responsible for acquiring the conference room. Contractor will coordinate notifying all necessary attendees and coordinate with the COR. Key attendees for contractor shall include: Program Manager and Technical Representative for each Task Order. These meetings will be no cost to the Government.

C.3.9.1 Agendas: The Contractor shall be responsible for preparing and providing a DRAFT Agenda to the COR via email, for Government review/input, seven (7) business days prior to the scheduled IPR whether teleconference or in person. Agendas shall be developed using MS WORD. Returned Government comments/input shall be incorporated when received and the final version Agenda issued via email to all IPS Team members no later than three (3) business day prior to the IPR date. IPS Team member email addressee information and submittal details will be provided at the Post Award/Start Up meeting.

C.3.9.2 Minutes/Action Item List: The Contractor shall be responsible for taking minutes at each IPR or other scheduled meeting. The Contractor shall develop/populate and maintain an Action Item (AI) list to track all tabled issues that arise during the meeting during the course of the contract. The A/I list, which becomes an attachment to the Minutes, shall track the following: AI number (listed sequentially); description of issue; activity responsible for resolving action; and whether the AI is open or closed. DRAFT and FINAL submittals shall be electronically submitted. IPS Team member email addressee information and submittal details will be provided at the Post Award/Start Up Meeting.

C.3.10 GOVERNMENT FURNISHED PROPERTY:

C.3.10.1 Contractor Responsibility: The Contractor shall be responsible for Government Furnished Property (GFP) in their possession in accordance with the FAR and applicable supplements including, but not limited to, FAR Part 45, Government Property; FAR 52.245-1, Government Property; and Defense Federal Acquisition Regulation Supplement (DFARS) Part 245, Government Property. The FAR and applicable supplements can be accessed at: <http://farsite.hill.af.mil>.

C.3.10.2 The Government may provide property to the contractor on task orders when it is clearly demonstrated:

- To be in the Government's best interest;
- That the overall benefit to the procurement significantly outweighs the increased cost of administration, including ultimate property disposal;
- That providing the property does not substantially increase the Government's assumption of risk; and
- That the Government requirements cannot otherwise be met.

C.3.10.3 The contractor shall document functionality and condition of all GFP upon receipt.

C.3.10.4 The contractor shall return all GFP in working condition to the Government upon expiration of the contract.

C.3.10.5 The contractor shall be responsible for accurate and complete property management of all GFP and shall provide reports of all property in their possession upon Government request.

C.3.10.6 The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not provided by the Government.

C.3.11 Inspection/Audit For the duration of this contract, the Government reserves the right to conduct inspections at the location where the deliverables are being constructed inspections shall be conducted during normal working hours at the Contractor's place of work. The purpose of inspection and audits is to verify progress and compliance. During inspections; Government representatives shall be granted access by the Contractor to items covered by this contract. The Contractor shall also provide any documentation, reports, and access to all facilities necessary to verify the deliverables meet the requirements of the contract.

C.4.0 PERSONNEL- MINIMUM EDUCATION/EXPERIENCE QUALIFICATIONS

The following personnel are considered key personnel by the government: Program Manager, Project Manager (s), and Lead Technician (s).

C.4.1 Program Manager:

The PM must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The PM or alternate shall have full authority to act for the Contractor on all contract matters relating to this contract and subsequent Task Orders. The PM or alternate shall be available during regular working hours. The PM must have the following:

- a. A Bachelor's Degree in Science, Engineering or Business;
- b. At least ten (10) years Program/Project Management experience in any combination of industry, military services, joint and coalition related programs;
- c. Experience in presentation development and conducting briefs at all levels of peers, program managers and senior management.
- d. Ability to obtain and maintain a Secret Clearance.

C.4.2 Technical Lead/Project Manager:

The Technical Lead/Project Manager must have relevant experience at a comparable level of responsibility in projects of similar size, scope and complexity. The Technical Lead must have the following:

- a. A Bachelor's Degree in Science, Engineering or Business, or 10 years of related experience;
- b. At least eight (8) years experience in planning, design and execution of RDT&E, demonstrations, experiments, and assessments;
- c. Experience with military grounds and amphibious operations and marine operations;
- d. Ability to obtain and maintain a Secret Clearance.

C.4.3 Technical Senior/Lead Technician :

The Technical Senior/Lead Technician must have the following:

- a. At least four (4) years experience in planning, designing and execution of test and evaluation demonstrations, experiments and assessments;
- b. Experience in military grounds and amphibious operations, logistics, technical editing/writing, data program management, equipment specialist, communications, requirements analysis and development, system engineering, implementation of advance engineering and logistics concepts, technical support, data management, data reduction and tailoring of information, integration of information systems and/or modeling for ground systems and marine systems;
- c. Ability to obtain and maintain a Secret Clearance.

C.5.0 Requirements.

The below task areas, as described in sub-paragraphs C.5.1 through C.5.7.4.5, indicate potential types of requirements under this contract.

C.5.1 Product Support Management

C.5.1.1 Product Support Analysis and Logistics Product Data Development

C.5.1.2 Contractor shall perform a Product Support Analysis (PSA) in accordance with TA-STD-0017 to identify and recommend a PSA strategy and the PSA activities tailored to provide the best return on investment along with the risks of accomplishing these objectives. The contractor shall provide a tailored Product Support Plan to effectively implement the PSA program that identifies/recommends the Logistics Product Data or Logistics Product Data Summaries associated with the analysis.

C.5.1.3 The contractor shall develop and analyze design and operational data to identify detailed logistics support requirements for an acquisition program based on the supportability concept for the system such as the maintenance concept (e.g., applicable levels of repair, the level of contractor support, etc.), the distribution concept (e.g., subject to strategic distribution, long term storage (war reserve requirements), return for repair, etc.), the complexity of the system, and the phase of the acquisition cycle. The contractor shall perform the Product Support Analysis tasks and subtasks associated with the following functional areas:

- Reliability and Maintainability
- Maintenance Planning
- Repair Analysis
- Support and Test Equipment
- Supply Support
- Manpower, Personnel, and Training
- Facilities
- Packaging, Handling, Storage, and Transportation
- Post Production Support

C.5.1.4 The logistics product data elements and the major products, for the above functional areas, can be generated from the data contained in GEIA-STD-0007. The contractors shall prepare, deliver and duplicate all Product Support Data in accordance with MIL-PRF-49506, Logistics Management Information (LMI), GEIA-STD-0007, associated LSA-036 Style Sheet and all amendments. These products can be generated using existing government and industry Logistics Support Analysis Record (LSAR) software.

C.5.1.5 Integrated Logistics Planning Support:

C.5.1.5.1 The Contractor shall develop new or revised existing IPS documentation and/or databases, such as: Acquisition Logistics Support Plans (ALSPs), Fielding Plans, Contingency Plans, Acquisition Tracking Sheet (ATS) automated database, User's Logistic Support Summary (ULSS), and Post production Support Plans (PPSPs) to support systems life cycle support concepts. Participate in Integrated Product Support Management Team (IPSMT) meetings, System Program Reviews, Independent Product Support Assessments (IPSAs) and design reviews in support of respective systems are required by undelivered task orders for the entire systems' lifecycle.

C.5.1.6 Risk Management:

C.5.1.6.1 The Contractor shall develop, update and track a risk management program to provide a repeatable process for balancing cost, schedule, and performance goals within program funding in accordance with the RISK MANAGEMENT GUIDE FOR DOD ACQUISITION, Sixth Edition (Version 1.0), August, 2006, Department of Defense which includes risk management planning; early identification and analyses of risks; early implementation of corrective actions; continuous monitoring and reassessment; and communications, documentation and coordination. The Contractor shall utilize a common risk management process for each Equipment/System program under NAVFAC cognizance. The process will optimize Risk mitigation by identification of the option that best

provides the balance between performance and cost and will enable different near-term and long-term mitigation approaches depending on the system life cycle.

C.5.1.7 Configuration Management: The Contractor shall establish a Configuration Management (CM) program that addresses Naval Expeditionary Forces equipment for new and/or modified hardware, firmware, software and the logistic support documentation resulting from this contract. The Contractor's CM support shall provide configuration identification, configuration control, configuration status accounting, of all new and/or modified hardware, firmware, software, and documentation.

C.5.1.8 Configuration Identification: The hardware and software configuration of equipment shall be identified by the Functional Baseline and Product Baseline. The Functional Baseline is defined by the system specification. The Product Baseline is defined by the Engineering Drawings, Associated Parts List, Computer Software Configuration Items, and Engineering and Logistics Life Cycle Documentation. The Contractor shall, in consonance with the Government maintenance concept, select the Configuration Items (CIs) to be identified and assign hierarchical identifiers to each CI, select the configuration documentation to be used to identify each CI, define and document interfaces between CIs, and establish a release system for the control of configuration documentation and computer software source code.

C.5.1.9 Configuration Control: The hardware and software product baseline shall be controlled by Form, Fit, Function, Interchangeability and Interoperability in consonance with the Government maintenance concept. The Product Baseline shall be controlled and changed using Engineering Change process and engineering release process. However, proposed changes that impact the Form, Fit, Function, Interchangeability or Interoperability of the current system configuration shall be submitted for approval to the Government. Changes to the Product Baseline shall result in a common configuration for Government operational use and maintenance activities that provide interchangeability and interoperability in accordance with the Government maintenance concept for the equipment. Developmental and maintenance of equipment Hierarchical Structure Code (HSC), Equipment Functional Descriptions (EFD), Class Functional Files (CFF) are required for all equipment under configuration control.

C.5.1.10 Configuration Status Accounting: All baselines, Ship Alterations (SHIPALTs), Engineering Change Proposals (ECPs), deviations and waivers shall be documented in the Ship Configuration and Logistic Support Information System (SCLSIS) database.

C.5.1.11 Physical Configuration Audits: The Physical Configuration Audits (PCA) shall be the formal examination of the as-built configuration of the CI against its design documentation. The PCA for a CI shall not be started unless the Functional Configuration Audit (FCA) for the CI has already been accomplished or is being accomplished concurrent with the PCA. After successful completion of the audit and establishment of a Product Baseline (PBL), all subsequent changes are processed by formal engineering change action.

C.5.1.12 Configuration Overhaul Planning: All contractor generated inputs or modifications relating to configuration management inputs shall be submitted in the standard Configuration Overhaul Planning (COP) file format and hearing to the requirements of NAVSEA TECSPEC 4790.

C.5.2 Design Interface Standardization and interoperability

C.5.2.1 Quality Assurance: The Contractor shall develop, update, review and maintain Quality Assurance (QA) documents and supporting data, including automated databases, to include QA Plans and Quality Assurance Letters of Instruction (QALIs). Manage and track Quality Deficiency Reports (QDRs) in accordance with Section 2.0.

C.5.3 Sustaining Engineering

C.5.3.1 The Contractor shall perform those technical tasks (engineering and logistics investigations and analyses) to ensure continued operation and maintenance of a system with managed (known) risk. Sustaining Engineering involves the identification, review, assessment, and resolution of deficiencies throughout a system's life cycle. Sustaining Engineering both returns a system to its baselined configuration and capability, and identifies

opportunities for performance and capability enhancement through Phased Replacement/Technical Refresh and Modernization. It includes the measurement, identification and verification of system technical and supportability deficiencies, associated root cause analyses, evaluation of the potential for deficiency correction and the development of a range of corrective action options.

Contractor shall perform a life cycle economic analysis to determine the relative costs and risks associated with the implementation of various corrective action options and develop planning for the implementation of selected corrective actions to include configuration or maintenance processes and the monitoring of key sustainment health metrics.

C.5.3.2 Technical research and position papers: The Contractor shall provide technical position papers applying appropriate and relevant research methods; applicable or sited commercial (e. g. ANSI, ASME, ASTM, ISO) and/or MILSPEC standards; Government regulations and instructions; and realistic/reasonable variables associated to the logistical support subject matter. Research data (statistical evidence, physical assessments, technical references, Test and Evaluation reports) utilized to support the position paper must be made available and/or included as requested. The proposal at a minimum shall include recommended strategy, references, plan of actions and milestones (POAM), key personnel, and other relevant information. Format may be provided in the Task Order, Government Furnished Information (GFI) or shall be open if not specified, but a sample/outline shall also be included in proposals.

C.5.3.3 FLEET TECHNICAL SUPPORT: The Contractor shall provide technical support for resolution of Fleet technical assistance requests, on-site or through reports such as: Casualty Reports (CASREPs), PMS Technical Feedback Reports (TFBRs), Consolidated Shipboard Allowance List (COSAL) Feedback Reports, Technical Manual Deficiency Reports (TMDRs), as well as technical fault isolation and troubleshooting investigations necessary to detect and correct problems with system equipment.

C.5.3.4 Reliability, Availability, Maintainability and Cost and Supportability

C.5.3.4.1 The Contractor shall develop new, revise/validate existing data and/or implement an integrated Reliability, Maintainability, and Availability (RMA) program, (RAM-C Program, and Reliability, Maintainability, and Supportability (RMS) throughout the IPS process, including analysis of 3-M metrics. The effects of RAM-C and the process used to effect design shall be clearly demonstrated, as required in the detailed Task Order. The analysis and RAM-C progress shall be updated and reported to the Government as directed. Report requirements for the below processes will be provided when ordered.

C.5.3.5 Maintainability Prediction:

C.5.3.5.1 The Contractor shall examine the Military Occupational Specialty (MOS) skill set(s) and conduct a comparative non-economic analysis against the Maintainability Task Analysis (MTA). The Contractor shall make recommendations identifying tasks to be performed by the Operator/Crew versus Field and Sustainment Levels along with supporting rationale, including a possible surveillance program. The Contractor shall analyze Failure Reporting Analysis and Corrective Action System (FRACAS) data, deployment positions and Mission/Operational Availability in their evaluation. The Contractor shall use Best Commercial Practices (BCPs).

C.5.3.5.2 The Contractor shall perform independent research and provide logistics end products related to Supportability (RM&S) of equipment, as assigned.

C.5.3.5.3 The Contractor shall provide recommendations on Corrective and Preventive Maintenance Improvements. The Contractor shall research the Open Architecture Retrieval System (OARS) or other applicable logistics data sources for applicable categories of information including life cycle cost data, e.g., APL, equipment description, configuration population, maintenance man hours expended, parts issued, cost of materials, maintenance/repair frequency, availability of parts, downtime for repair, repair status code, cause code and provide results to NAVFAC EXWC Supervisors/Team Leaders via presentations, written reports or a mutually agreed upon format. The Contractor shall post one (1) electronic copy, in a mutually agreed upon format, to a database for NAVFAC EXWC-wide access and dissemination.

C.5.3.5.4 The Contractor shall conduct a cost-wise readiness analysis of selected categories and recommend Maintenance Related Improvements that will enhance the Reliability, Maintainability and Supportability of Expeditionary Warfare material, including Civil Engineering Support Equipment (CESE), Civil Engineering End Item (CEEI), or Sealift Systems Equipment. The Contractor shall provide one (1) electronic copy, in a mutually agreed upon format, of the Maintenance Related Recommended Improvements document.

C.5.3.5.5 The Contractor shall perform Special Project Tasks and prepare related Summary Reports. The Contractor shall provide one (1) electronic copy of each Summary Report, in a mutually agreed upon format, which meets the Government's functional and operational specifications, including NAVFAC, Naval Sea Systems Command (NAVSEASYS COM), and industry standards, as required in the detailed Task Order.

C.5.3.5.6 The Contractor shall provide RAM-C, and RM&S Status Reports, Trouble Systems Reports, and Maintenance Cost Analysis Reports, as assigned, including Availability and Maintainability metric parameters such as A_i , A_o , MTBF, MTBM, MTBR and MTTR. The Contractor shall provide one (1) electronic copy, in a mutually agreed upon format, of each document. Deliverables shall meet NAVFAC, NAVSEASYS COM, and industry standards.

C.5.3.6 Failure Reporting, Analysis, and Corrective Action System

C.5.3.6.1 The Contractor shall develop a closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording corrective actions taken, for any failures that occur either through testing or through field use. The FRACAS shall include uniform failure reporting, failure analysis reports and corrective actions. All hardware/software failures from system level down to the component level shall be subject to these requirements throughout the testing production and Contractor Depot support period. The Contractor shall notify the Government of any critical failure, which impacts cost, schedule, production, or interface/performance.

C.5.3.7 Reliability Prediction:

C.5.3.7.1 The Contractor shall provide detailed design reliability predictions based on a defined configuration and associated models. The predictions shall be allocated down to the lowest indenture level and updated each time significant design or mission profile changes. The reliability modeling method shall mathematically relate the reliability block diagrams of the system to time-event relationships. These tasks shall be performed in consideration of the end-user operational environment. Reliability Block Diagrams (RBDs) are required and shall be provided at the highest level. The reliability modeling method shall mathematically relate to the reliability block diagram of the system to time event relationship. The equipment manufacturer will determine the level of relationship based upon their maintenance plan. Provide rationale for selection of the chosen level.

C.5.3.9 Post-Production Support/Analysis:

C.5.3.9.1 The Contractor shall analyze report, manage and support activities necessary to ensure continued attainment of readiness and supportability objectives with economical logistics support, after cessation of production for acquisition, or modification, of a major system or equipment. Traditional problems in a postproduction environment include:

- Service Life Extension Program (SLEP)
- Technology Insertion Program
- Obsolescence of equipment and aging technology
- Diminishing manufacturing sources for spare parts and support equipment
- Tool storage and disposition
- Loss of expertise caused by the movement of experienced people
- Diminishing appropriations to support fielded systems
- Structural fatigue
- Component wear-out

C.5.3.9.2 The contractor shall deliver a Post-Production Analysis. The Post Production analysis shall identify and annotate the expected useful life of the system/equipment, potential problems with any associated support items impacted by Diminishing Manufacturing Sources and Material Shortages (DMSMS), and a plan to assure effective support to address manufacturing, repair centers, data modifications, supply management, configuration management, and other related areas. The Post-Production package shall be delivered to the Government no later than fifteen (15) days after the period of performance. Government shall have approval and acceptance of the Post Production package.

C.5.3.9.3 Business Case Analysis: The contractor shall develop and document a Business Case Analysis (BCA) with a focus on post-production analysis. The BCA will include the alternatives, constraints, and resources identified in the post production analysis. The contractor shall present recommendations for updating existing product support packages and adding new logistics elements. The Contractor is expected to analyze existing costs (baseline) associated with the existing asset. Tradeoffs such as acquisition cost, overhaul and maintenance intervals, for the equipment studied should be considered.

C.5.3.9.4 Post-Production Support Plan: The contractor shall prepare a PPSP based on an approved Post-Support Analysis BCA and Government comments. The Post-Production Support Plan is required to establish the standardized method of evaluation tool to be used across the acquisition program to measure actual system support costs and Reliability and Maintainability (R&M) performance against predicted design costs and performance. The Post Production Support Plan shall have the necessary information and detail to provide all of the source data to proceed to an update to a ULSS or Life Cycle Sustainment Plan (LCSP).

C.5.4. Supply Support

C.5.4.1 The Contractor shall develop, update, review, and maintain related documents and supporting data, including databases. Prepare certification and verification reports. Perform inventory management on Government-Furnished Equipment (GFE)/Government-Furnished Material (GFM). Provide COSAL parts verification/validation. Develop CASREP expediting procedures and reports in support of the NAVFAC EXWC Distance Support desk. Support special assistance teams at Integrated Logistics Overhaul (ILO) sites. Validate/verify existing National Stock Numbers (NSNs) and research NSN interchangeability and substitutability. Develop, update, review, and maintain related documents and supporting data, including data entry to automated databases.

C.5.4.1.1 The Contractor shall Identify, plan for, resource, and implement management actions to acquire repair parts, spares, and all classes of supply to ensure the best equipment/ capability is available to support the Warfighter or maintainer when it is needed at the lowest possible Total Ownership Cost (TOC). TOC consists of all management actions, procedures, and techniques necessary to determine requirements to acquire, catalog, receive, store, transfer, issue and dispose of spares, repair parts, and supplies. This means having the right spares, repair parts, and all classes of supplies available, in the right quantities, at the right place, at the right time, at the right price. The process includes provisioning for initial support, as well as acquiring, distributing, and replenishing inventories.

C.5.4.1.2 The contractor shall conduct spares and consumables analysis to determine the optimum composition and location for spares and consumables. The contractor shall use accepted Government modeling techniques and /or an accepted Government model as provided as source data. The factors used in calculating spares requirements will be Government provided.

C.5.4.1.3 The Contractor shall identify long lead and spares that should be purchased with production as part of the spares analysis. Design and parts maturity shall be considered in the recommendations.

C.5.4.1.4 The contractor shall investigate the availability of data and the rights in data claimed by the Original Equipment Manufacturer (OEM), the contractor shall analyze the available data and provide the Government with recommendations regarding provisioning plans. The Technical Documentation analysis shall include the nature of the equipment, the Level of Repair expectations, and any Depot planning that is available.

C.5.4.1.5 The contractor shall analyze and recommend the site inventory requirements for replenish of Line Replaceable Units (LRU), piece parts, and consumables. This initial assessment will lead into consideration of interim support.

C.5.4.1.6 The Contractor shall analyze the LRUs and recommend the need for DEPOT repair capability. The contractor shall consider the LRU cost, complexity, existing depot support and the OEMs interest in overhaul and repair of these parts as well as recommendations & plans for materiel support impacted by DMSMS.

C.5.4.1.7 Identification of PHS&T requirements. The contractor shall analyze all parts for any special handling and packaging requirements. Recommendations shall be provided in a report.

C.5.4.1.8 The Contractor shall identify all warranty agreements for each equipment and set up a tracking system to identify the start and duration of all warranties in effect. The Contractor shall provide management to establish a parts tracking system to follow the parts from system to the OEM and return.

C.5.4.2 Interim Supply Support:

C.5.4.2.1 The contractor shall establish an operational capability to provide Interim Supply Support (ISS) that provides Interim Supply Support required in accordance with policy and procedure outlined in NAVSEA Technical Specification 9090-1500, Policies and Procedures Manual; Provisioning, Allowance, and Fitting Out Support (PAFOS),

C.5.4.2.2 The Scope of effort includes coordination with entities external to NAVFAC EXWC (e.g. NAVSUP WSS, NECC, NAVSEASYSCOM) related to establishment of access and sustained use of required information systems (i.e. Periodic Maintenance Information Cards (PMICs)) and facility infrastructure. Development of applicable Allowance Lists as input for ISS requirements to sustain equipment maintenance during the Interim Supply Support period, from establishment of Initial Operating Capability (IOC) through the negotiated Material Support Date (MSD)

C.5.4.2.3 The contractor shall input and maintain MILSTRIP requisition data submitted.

C.5.4.2.4 The contractor shall develop and electronically submit standard supply status reports.

C.5.4.2.5 The contractor shall ensure timely transaction submittal for requisition follow-up, Material Obligation Validation (MOV), and reorder transactions.

C.5.4.2.6 The contractor shall receive, record, and input incoming/outgoing material receipts and shipments.

C.5.4.2.7 The contractor shall ensure material packaging is sufficient to maintain material in Ready for Issue (RFI) status.

C.5.4.2.8 The contractor shall consolidate material shipments to same site as practical, utilizing most efficient means clearly marked with standard identification data to enable receiving activity to clearly identify incoming shipment.

C.5.4.2.9 The contractor shall prepare Interim Supply Support Transition Plans.

C.5.4.3 Preliminary Allowance Lists: The Contractor shall provide the fleet with allowance/parts support data consistent with ISS decisions/outfitting until MSD and a full support APL is available.

C.5.4.3.1 The source data for the preparation of PALs is preliminary Provisioning Technical Documentation (PTD) in the form of Interim Support Items List (ISIL). The ISIL and subsequent PAL contain all the data necessary for the generation of COSAL and SNAP allowances. See Appendix I for minimum data requirements for loading into Navy Enterprise Resource Planning (ERP) for PAL development.

C.5.4.4 Provisioning Technical Documentation and Provisioning Plans:

C.5.4.4.1 The Contractor shall analyze and report on COSAL feedback reports. Contractor shall develop new or revise/validate existing Preliminary Allowance Lists (PALs), APLs, AELs, and Allowance Change Requests (ACRs). Recommend Source, Maintenance & Recoverability (SM&R) Coding. Provide data for inclusion in **ERP** updates. The provisioning package shall be electronically delivered to the [NAVSUP Weapons System Support \(WSS\)](#) in the Interactive Computer Aided Provisioning System (ICAPS) format with complete validations. The Contractor shall provide Provisioning Parts List (PPL), ISIL, Repairable Items List (RIL), and Long Lead Items List (LLIL) information, as ordered. Contractor may participate in Provisioning Guidance Conferences for the purpose of developing appropriate IPS packages.

C.5.4.5 PROVISIONING Technical Documentation:

C.5.4.5.1 The contractor shall identify, select, determination of initial requirements, and OEM cataloging of support items to be acquired through the provisioning process. At a minimum it includes provisioning lists and logistics support analysis summaries

C.5.4.5.2 The contractors shall prepare, deliver and duplicate all PTD in accordance with LMI, GEIA-STD-0007, associated LSA-036 Style Sheet and all amendments.

C.5.4.5.3 The provisioning data generated by the contractor must be compatible with the Government standard logistics systems. Inspection and acceptance shall be required to validate functional performance for the duration of this contract the Government reserves the right to conduct site visits and or examine all deliverables. The purpose of site visits is to verify progress and compliance

C.5.4.5.4 The contractor shall perform provisioning coding. (see C.2.7 Other Publications)

C.5.4.5.5 The contractor shall accomplish provisioning screening (see C.2.7 Other Publications).

C.5.4.5.6 The contractor shall select and compute requirements for support items, tools, test equipment, and support equipment.

C.5.4.5.7 The contractor shall prepare Federal catalog data and packaging requirements.

C.5.4.5.8 The contractor shall perform replenishment parts breakout screening and coding.

C.5.5 Maintenance Planning and Management

C.5.5.1 Intermediate and Maintenance Planning:

C.5.5.1.1 The Contractor shall identify to the Government new or update Organizational, Intermediate, and Depot level repair philosophies. Perform Level of Repair Analysis (LORA), RCM and Readiness Based Sparing (RBS) analysis. LORA requirements are conducted to determine/support the correct level of maintenance and sparing.

C.5.5.2 Depot Management:

C.5.5.2.1 The Contractor shall develop update, review, and maintain related documents such as Depot plans and Technical Performance Specification (TPS)/ Technical Repair Standard (TRS) repair documentation and supporting data, including automated databases. Research new maintenance philosophies and provide impact for current systems. Provide data for incorporation into the Weapon System File. Identify Automatic Test Equipment (ATE) and associated Test Measurement and Diagnostic Equipment (TMDE) to support systems at the desired maintenance level.

C.5.5.3 Development of PMS documentation:

C.5.5.3.1 The contractors shall adhere to, prepare, deliver and duplicate all Planned Maintenance System (PMS) in accordance with section 2.0 Applicable Documents.

C.5.5.3.2 The Contractor shall develop PMS documentation in accordance with current NAVSEASYSCOM requirements for existing NECE CESE, CEEI, Sealift, Table of Allowance, and new acquisitions of equipment. PMS documentation consists primarily of Maintenance Index Pages (MIPs) and Maintenance Requirement Cards (MRCs), which are based on a NAVSEASYSCOM certified RCM analysis.

C.5.5.3.3 The Contractor shall develop NAVSEASYSCOM RCM based PMS packages, Standard PMS Material Identification Guide (SPMIG) Number Request, and related data, as assigned, for assets under NAVFAC cognizance per SECNAV 5400.15D:

Assets that are not covered by existing PMS documentation or inadequately covered

New acquisitions of Assets that are not covered by existing PMS documentation or are inadequately covered

Assets with existing PMS documentation that is not RCM based

C.5.5.3.4 PMS effort and/or packages may consist of:

C.5.5.3.5 Development of PMS recommendations; development of draft MRCs; conducting MRC validations/meetings; incorporating validation based changes; development of final MIPs/MRCs; performing RCM analysis; development of OEM Maintenance Task and Interval recommendations, and development of OEM's recommended Petroleum, Oils, and Lubricants (POL) List.

C.5.5.3.6 The Contractor shall conduct independent research of the latest issued PMS Current Force Revision listed assets, as specified when ordered, for existing PMS coverage for like assets and to determine whether the existing coverage is adequate by validating existing coverage against the GFI.

C.5.5.3.7 Upon the completion of the independent research, the Contractor shall submit, in MS Excel format, an electronic copy of a PMS Development Recommendation Report (PMS DRR). The PMS DRR shall list a recommendation by the Contractor on a course of Action to bring the asset into compliance with PMS regulations and standards. The PMS DRR shall be submitted for each identified asset within ten (10) business days after Contractor receipt of Government furnished TMs. Multiple submittals of the PMS DRR may be required due to the varied delivery schedule of TMs to the Contractor. Government review comments, for use in implementing the recommended courses of action, will be provided to the Contractor within five (5) business days of receipt of each PMS DRR submittal.

C.5.5.4 Existing PMS:

C.5.5.4.1 The Contractor shall physically validate existing PMS documentation against the equipment being researched to verify 100 percent usability, if PMS coverage is found to be existing and applicable. If PMS coverage is inadequate or not available, existing MIPs/MRCs shall be modified or new MIPs/MRCs shall be developed to reflect all required planned maintenance actions to support end item readiness. Planned maintenance procedures shall be developed to the Organizational Maintenance Level. Corrective maintenance actions and repairs shall not be included in the MRCs but at the Governments discretion, may be included as Unscheduled MRCs.

C.5.5.4.2 The Contractor shall develop MIPs/MRCs in accordance with referenced documents and other Government provided data, as applicable. When developing MIPs, the Contractor shall insure that the applicable Equipment Code (EC), Table of Allowance (TOA) Assembly Number, make, model and engine configuration data, APL or other defined information corresponding to each piece of CESE, CEEI, or TOA asset is documented in the configuration block. In completing this task, if artwork is to be included on an MRC, the Contractor shall research artwork in the PMS art database to preclude the duplication of artwork. MIPs and MRCs shall be formatted using

the Navy PMS Editor Next Generation (NPE_NG) software, which uses Standard Generalized Markup Language (SGML), and not a Windows based software system.

C.5.5.4.3 Upon completion of draft development, all MIP/MRC documentation shall be physically validated with Government personnel unless waived in writing by the Government.

C.5.5.4.4 Not later than twenty-one (21) calendar days prior to a scheduled MRC validation effort, the Contractor shall submit for Government review, one (1) electronic copy of the Draft MIPs/MRCs, delivered via e-mail in Portable Document Format (PDF) format, for all equipment and maintenance tasks scheduled for validation. Government review comments will be provided to the Contractor and shall be integrated into the MIPs/MRCs scheduled for validation. Documentation shall meet the Government's functional and operational requirements, to include MIP/MRC periodicities and procedural steps. MIP/MRC periodicities shall be determined by using recommendations prescribed in OEM technical manuals as a guide. The Government reserves the right to deviate from OEM periodicities and procedures, as required, to accommodate unique duty cycles and environmental conditions, which shall be determined at Draft MIP/MRC Validation events.

C.5.5.5 Draft MIPs/MRCs:

C.5.5.5.1 The Contractor shall provide draft MIPs/MRCs to on-site Government personnel for their use at the commencement of the validation effort. MIPs/MRCs must cover all equipment and maintenance tasks scheduled for validation. The Contractor shall provide two (2) hard copies, unless otherwise specified by the government, of MIPs/MRCs incorporating prior Government review comments, and shall be delivered at the designated location and time of validation. Documentation shall meet Government's functional and operational requirements, to include MIP/MRC periodicities and procedural steps derived from the recommendations prescribed in OEM technical manuals. The Government reserves the right to deviate from OEM periodicities and procedures, as required, to accommodate unique duty cycles and environmental conditions, which shall be determined at Draft MIP/MRC Validations.

C.5.5.6 PMS Validation Events:

C.5.5.6.1 The Contractor shall conduct validation events, which will typically be held on-site at activities that have access to subject equipment, with Government and end user personnel in attendance. In the event that an on-site draft MIP/MRC validation effort cannot be conducted due to non-availability of equipment, an administrative (desktop) validation effort will be substituted. In cases where substantial revisions to the draft MIPs/MRCs, or additional MIPs/MRCs are required, a second validation effort shall be conducted for affected MIPs/MRCs. A validation effort may be stopped before completion if draft MIPs/MRC's have a high rate of error, Contractor personnel are not knowledgeable of the equipment or cannot support the decisions made in the development of the documentation, or Contractor misconduct. The Contractor shall include in their timeline all planned validation events and shall notify the Government in writing not later than thirty (30) calendar days prior to the start of each event to allow the Government an opportunity to provide review comments, witness or participate in the validation effort.

C.5.5.7 Post Validation:

C.5.5.7.1 The Contractor shall participate in a joint on-site Post Validation meeting as part of the MIP/MRC validation effort for the purpose of discussing/clarifying/understanding all required changes. The Contractor Task Leader, or designated alternate, shall coordinate this requirement with the Government Technical Representative, or designated alternate, to reach agreement on all proposed changes and for the need for additional MIPs/MRCs, if any, based upon results of the validation effort. Any additional required validations shall be planned for and coordinated at the Post Validation meeting.

C.5.5.8 Deliverables:

C.5.5.8.1 The Contractor shall submit, in PDF format, a revised copy of the MIP and MRCs incorporating the proposed validation changes for Government review and comment no later than five (5) business days after

completion of the Post Validation meeting. The revised MIP and MRC package shall document all changes agreed upon in the Post Validation meeting. Government review comments will be provided to the Contractor for final document revisions, if required.

C.5.5.8.2 The Contractor shall provide two (2) electronic media copies (CD-ROMs) in NPE format of a 100% MIP/MRC package no later than 30 (thirty) calendar days after validation and receipt of Government review comments. All Government review comments addressed in the review of the Validation-Based changes shall be incorporated in the MIPs/MRCs prior to delivery to Government. Any deviation from written Government direction, as provided in review comments, shall require supporting documentation from the Contractor, which is subject to acceptance by the Government. Documentation shall meet Government's functional and operational requirements, as well as the MIP/MRC periodicities and procedural steps conforming to OEM technical manuals.

C.5.5.8.3 The Contractor shall provide two (2) copies in electronic media (CD-ROMs) in NPE format of a Final MIP/MRC package. The Final MIP/MRC shall incorporate all Government 100% MIP/MRC review comments. Any deviation from written Government direction, as provided in review comments, shall require supporting documentation from the Contractor. The Contractor shall address any review errors noted by NAVFAC EXWC and any changes or additions required by NAVSEA and the Naval Sea Systems Logistics Center (NAVSEALOGCEN). Documentation shall meet Government's functional and operational requirements, to include MIP/MRC periodicities and procedural steps conforming to the recommendations prescribed in OEM technical manuals. The Government reserves the right to deviate from OEM periodicities and procedures as required to accommodate unique duty cycles and environmental conditions, which shall be determined at Draft MIP/MRC Validation events. The Final MIP/MRC, accepted by NAVSEALOGCEN, shall be considered complete. Each MIP/MRC package shall be completed as a stand-alone package and have all required documentation.

C.5.5.8.4 The Contractor shall prepare and submit one (1) electronic copy of an Interim RCM Analysis, unless waived in writing by the Government, for Phases 1-7 plus 10 of all assets. Interim RCM Analysis shall support the MIPs/MRCs that the analysis was drafted to support, and shall be updated to reflect any MIP/MRC changes throughout the development process, as required.

C.5.5.8.5 As part of the RCM Analysis Phase 6 Submittal, the Contractor shall provide, for all assets, one (1) electronic copy, delivered via e-mail in MS WORD or Adobe PDF format of: OEM directed Maintenance; OEM lubrication recommendations; servicing Tasks and Interval recommendations; and Draft, 100% and Final OEM recommended POL Lists. MIP/MRC periodicities shall be determined by using recommendations prescribed in OEM technical manuals as a guide

C.5.5.8.6 The Contractor shall prepare and submit two (2) copies in electronic media (CD-ROMs) in MS WORD format of a 100% RCM Analysis for phases 1-12 of all assets, and delivered concurrent with the 100% MIP/MRC package submittal. RCM documentation shall support the MIPs/MRCs that the analysis was drafted to support, and shall be updated to reflect any MIP/MRC changes throughout the development process, as required. Submissions shall incorporate all Government Interim RCM Analysis review comments.

C.5.5.8.7 The Contractor shall prepare and two (2) copies in electronic media (CD-ROMs) in MS WORD format of a Final RCM Analysis for phases 1-12 of all assets and delivered concurrent with Final MIP/MRC package submittal. RCM documentation shall support the MIPs/MRCs that the analysis was drafted to support and shall be updated to reflect any MIP/MRC changes throughout the development process, as required. Submissions shall incorporate all Government 100% RCM Analysis review comments and conform to the jointly agreed upon schedule.

C.5.5.8.8 For information only; NAVSEASYS COM is moving to a paperless electronic Reliability Centered Maintenance (eRCM) submission process for RCM Analysis. The new method is still under development but could be implemented in the near future. The Contractor will be advised when this capability is available and of any change in delivery criteria.

C.5.5.8.9 The Contractor shall provide a Manufacturer's Recommended POL List for all assets requiring MIP/MRC development efforts on an individual line item basis. The Manufacturer's Recommended POL List shall

contain all OEM recommended POL required by the PMS documentation (MRC's). The Manufacturer's Recommended POL List shall be created in Microsoft Excel and shall contain API rating, viscosity, and temperature range of each POL required, as well as any additional information or unique identifiers. The Manufacturer's Recommended POL List shall be delivered concurrently with RCM Phase 1-7 and 10, and with all submittals of MIP/MRC documentation.

C.5.5.8.10 The Contractor shall provide two (2) printed hard copies (readable without magnification) with the on-site Draft MIPs/MRCs, and one (1) electronic copy (with the 100% Draft MIP/MRC submittal) of a Draft SPMIG Number Request submittal for all assets requiring MIP/MRC development efforts on an individual line item basis. The Draft SPMIG Number Request submittal shall be delivered in Excel format and concurrently with 100% Draft MIP/MRC package submittal. The Draft SPMIG Number Request submittal shall list all required data for test equipment, tools, parts, materials and miscellaneous items that are required for the performance of PMS that are not already listed in the SPMIG database (list all parts including those that have SPIN numbers already assigned) and are a bonafide allowance item listed within an authorized TOA.

C.5.5.8.11 Government review comments of the Draft SPMIG Number Request submittal will be provided to the Contractor concurrent with the on-site Draft MIP/MRC Validation effort and will be discussed and agreed upon during the Post Validation Meeting.

C.5.5.8.12 The Contractor shall provide (1) electronic copy (co-located on the same CD-ROM as the Final MIP/MRC submittal) of a Final Standard PMS Material Identification Guide (SPMIG) Number Request submittal for all assets requiring MIP/MRC development efforts on an individual line item basis. The Final SPMIG Number Request submittal shall be in Excel format and delivered concurrently with Final MIP/MRC package submittal. The Final SPMIG Number Request submittal shall list all required data for test equipment, tools, parts, materials and miscellaneous items that are required for the performance of PMS that are not already listed in the SPMIG database and are a bonafide allowance item in a TOA. The Final SPMIG Number Request submittal shall incorporate all Government Draft SPMIG Number Request submittal review comments.

C.5.5.8.13 The Contractor shall provide technical assistance (TA) to the NAVFAC EXWC 3-M Coordinator and develop TFBR Responses in resolving TFBR issues. The Contractor shall conduct independent research on subject reports including discussions with the initiators, as well as subject matter experts. TFBR Responses shall be electronically entered into the PMS Data Base (PMSDB) or in a mutually agreed upon format. TFBR responses, which require no RCM analysis or a modified RCM analysis, shall be delivered within thirty (30) calendar days. TFBR responses, which require a full RCM analysis or a major MRC rewrite, shall be delivered within sixty (60) calendar days. The Contractor shall maintain the TFBR tracking database, if required.

C.5.5.8.14 The Contractor shall submit two (2) copies in electronic media (CD-ROMs) in NPE format of a 100% TFBR MIP/MRC package when the 3-M Coordinator determines that a major rewrite or a new MRC is required. The Contractor shall incorporate and deliver all required changes in NPE format no later than 30 (thirty) calendar days after receipt of Government review comments/Validation Based changes to MIPs/MRCs. As required, the Contractor shall prepare a fully developed or modified RCM analysis with a justification statement, to be included in the MIP/MRC submittal package. A validation trip may be required to substantiate MRCs that are new or have had substantial modification. 100% TFBR MIP/MRC package shall meet Clients' functional and operational requirements, shall incorporate all Government review comments addressed in the review of the Validation-Based changes to MIPs/MRCs, and all MIP/MRC periodicities and procedural steps shall be in accordance with OEM technical manuals.

C.5.5.8.15 The Contractor shall submit two (2) copies in electronic media (CD-ROMs) in NPE format of the Final TFBR MIP/MRC package, incorporating all required changes in NPE format and accepted by NAVSEALOGCEN, no later than fifteen (15) business days after Government approval of the 100% submittal. As required, the Contractor shall prepare a fully developed or modified RCM analysis with a justification statement, to be included in the MIP/MRC submittal package. A validation trip may be required to substantiate MRCs that are new or have had substantial modification. The Final TFBR MIP/MRC package shall meet functional and operational requirements, shall incorporate all Government review comments addressed in the review of the Validation-Based changes to MIPs/MRCs. All MIP/MRC periodicities and procedural steps shall be in accordance with OEM technical manuals.

RCM documentation shall support the MIPs/MRCs that the analysis was drafted to support and shall be updated to reflect any MIP/MRC changes throughout the development process, as required.

C.5.5.8.15 The Contractor shall develop and provide one (1) electronic copy, in MS Word format, of Draft Formal NAVFAC EXWC Correspondence on all TFBRs, as requested. The Draft Formal NAVFAC EXWC Correspondence shall be submitted within five (5) business days after the TFBR response is accepted by the Government. The document shall: Include appropriate information to meet functional and operational specifications, be accepted by the Government Technical Representative, or designated alternate, for format and content, and be accepted by NAVSEALOGCEN

C.5.5.8.16 The Contractor shall develop one (1) electronic copy, delivered via e-mail in a mutually agreed upon format, a TFBR Reference List to incorporate the following areas: TFBR Number, Submitting Activity, Brief Description, Submittal Date, Close Out Date, Action Taken, Status, Associated MIP Number, Associated MRC Number and Contractor technical point of contact. The TFBR Reference List shall meet functional and operational specifications, and the format and content shall be accepted by the Government Technical Representative, or designated alternate.

C.5.5.8.17 The Contractor shall address and incorporate, as applicable, any reviews, changes, or additions required by NAVSEA and NAVSEALOGCEN. NAVSEALOGCEN uses a paperless submission process for submitting TFBR responses. All electronic submittals are entered into the Planned Maintenance System Management Information System (PMSMIS). The TFBR Reference List shall be continually updated and shall be submitted monthly to the Government Technical Point of Contact (POC), or designated alternate.

C.5.5.8.18 The Contractor shall provide technical and administrative support for on-going PMS product improvements, 3-M system sustainment which includes, but is not limited to, Surface Ship Maintenance Effectiveness Reviews (SHIPMERs), implementation of updates and efforts associated with Scheduling Program in 3-M (SKED) as required by NAVSEASYSCOM or other governing authority, and other 3-M System administrative and research matters, as required. All support shall meet functional and operational specifications, shall conform to requirements and timelines as specified, and if applicable, shall be accepted by NAVSEALOGCEN. All associated documentation shall be in a mutually agreed upon format

C.5.5.8.19 The Contractor shall develop and maintain a PMS Project Timeline for the period of contract performance. The PMS Development Project Timeline shall clearly show planned, revised and final data/costs for project milestones.

C.5.5.8.20 Initial submission shall be made within five (5) business days after award of the first PWS Task Order, with monthly updates thereafter. Monthly updates shall be submitted two (2) business days prior to each IPR meeting. Initial submittal and follow-on monthly updates shall be made electronically via email. The submittal timeline, addressees and a sample Timeline for format purposes will be provided at the Post Award/Start Up meeting.

C.5.5.8.21 The development of PMS documentation must be in accordance with, with instructions and standards listed in Section 2. All PMS documentation shall be reviewed and approved by RCM Level I or II certified Contractor personnel, as applicable, prior to submittal to the Government. In performance of these requirements, Contractor personnel will utilize computer software programs associated with PMS development, such as the NPE program and MS Office programs. Contractor personnel shall research APLs and NSNs, as applicable, as part of their PMS data development process. The Contractor shall identify NAVFAC EXWC CESE, CEEI and Sealift equipment and other NAVFAC EXWC TOA items, as applicable. Based upon historical data, the Government estimates that the timing of the award of multiple PWS task orders will necessitate Contractor personnel working concurrently on multiple requirements at the same time.

C.5.6 Packaging, Handling, Storage, and Transportation

C.5.6.1 The contractor shall provide research and analysis to identify packaging, handling, and storage requirements. Packaging, Handling, Storage, and Transportation (PHS&T) requirements include analyze, review, evaluate,

coordinate, provide recommendations and plan the preservation, packaging, handling and transportation of NAVFAC Systems, Equipment and support items including rotatable pools and major spares. It will include IUID marking requirements and the evaluation of equipment for Certification requirements (Rail, air, and ship), road transportation limits or lift/carry requirements and provide PHS&T Planning and recommendation documents.

C.5.6.2 The PHS&T data generated by the contractor must be compatible with the Government standard logistics systems and in accordance with LMI, GEIA-STD-0007, associated LSA-036 Style Sheet and all amendments.

C.5.7 Technical Data:

C.5.7.1 Technical Writing: The contractor shall provide technical writing, editing, illustration, and publication assistance, tasking includes developing and/or processing of new Government developed TMs, and/or revising existing Government developed or COTS TMs. The contractor shall be able to create new or revise existing TMs to respond to an emerging or changing subject matter. The contractor shall participate as a member of Integrated Product Support (IPS) team in planning, identifying TM requirements and TM review boards. The TMs shall be developed/revised in compliance with the latest program and Navy directives. The contractor shall follow the specifications, standards, and handbooks for TMs unless otherwise specified.

C.5.7.2 Technical Manuals: The Contractor shall correctly identify and acquire COTS technical manuals, technical writing, editing, Illustration Parts Break down and publication information, as required, to develop or revise existing TM or to support the development of APLs, AELs, and PMS. A complete set of technical manuals is defined as operator's manuals, service/maintenance/shop manuals, and parts manuals. This support is including, but not limited to: Interactive Electronic Technical Manual System (IETMS), TM Management Plans (TMPs) TM Validation/Verification Plans and Technical Manual Quality Assurance (TMQA) Plans. Provide Naval Logistics Library (NLL) support or Technical Data Management Information System (TDMIS) support as needed. Track and identify TMDR impact. Prepare suitable production plans for preparing or revising existing manuals. Provide input on documentation preparation efforts and conduct validation of new and revised manuals. Development of Government TMs or TM supplemental data, when required, shall be developed in accordance with U.S. Government Printing Office Style Manual, 2000.

C.5.7.2.1 The Contractor shall support required engineering drawing management; which includes development of technical drawing(s) and/or drawing/data packages, including technical data packages indices (indentured parts list, hierarchical indexes, etc.), as outlined in the detailed Task Orders. Develop, update and review Data Management Plans, CDRLs, and related automated database tracking systems. See Applicable Documents Section 2.0.

C.5.7.3 Proprietary and Copyrighted Data:

C.5.7.3.1 When an asset acquires proprietary or copyrighted data, EXWC must receive at least limited rights allowing reproduction and distribution of the data for government purposes, in accordance with Defense Federal Acquisition Regulations Supplement (DFARS) clause 252.227-7013 in Section I. Unlimited rights are recommended whenever possible.

C.5.7.3.2 The Contractor shall obtain permission to reproduce copyrighted material in accordance with Department of the Navy Publications and Printing Regulation, NAVSO P-35, Department of the Navy Permission to Copy Materials Subject to Copyright, SECNAVINST 5870.5 and appropriate FAR and DFAR Clauses. The Contractor shall provide copies of vendor permission letters to the Government with the TM deliveries, as appropriate. The Contractor shall be required to include "Limited Rights" information to each deliverable, as applicable. The Government will provide this information at the Post Award/Start Up meeting.

C.5.7.4 Technical Manuals Support:

C.5.7.4.1 The Contractor shall researching availability of commercial technical manuals for IPS assets.

C.5.7.4.2 The Contractor shall download no-cost TM's from available websites (i.e. LOGSA, OEM Manufactures) to CD-ROM media.

C.5.7.4.3 The Contractor shall examine the accuracy of the configuration, completeness, and applicability of each asset configurations.

C.5.7.4.4 The Contractor shall contact manufacturers and establish points of contact, communicate and coordinate with OEM for each asset.

C.5.7.4.5 The Contractor shall participate in Quality Assurance of all COTS TM (operator's manuals, service/maintenance/shop manuals, and parts manuals) prior to Government acceptance

C.5.8 Quality Control Plan:

The Contractor shall develop and maintain a detailed Quality Control Plan. The Contractor shall carry out quality control obligations on all provided services. The Government has the right to review the Quality Control Plan at any given time.

C.6.0 Administrative Contract Deliverables:

C.6.1 Status Report: The Contractor shall provide a Status Report (SR) at each IPR documenting status information against the work performed on each asset by each awarded Task Order. The Status report shall contain an accurate, up-to-date summary account and percentage of completion for each asset by task order until completed. A sample Report for format purposes and addressee information will be provided at the Post Award/Start Up meeting.

C.6.2 Formats for PMS project data deliverables:

a. MIP/MRC: Shall be printed single-sided, in final agreed upon delivery format, assembled in order, (MIP then MRCs in Periodicity order), and in portrait orientation. Sets shall be clipped together or separated by a blank sheet of another color paper.

b. RCM Analysis: Shall be printed single-sided, in final agreed upon delivery print format, assembled into sets in RCM phase order separately, but attached to the back of their respective MIP/MRC deck. Sets shall be clipped together or separated by a blank sheet of another color paper.

c. Other Hard Copies: Shall be printed single-sided in portrait or landscape orientation, as applicable in final agreed upon delivery format.

d. Electronic Files forwarded via Email: The Subject line information will be provided by the COR at the Post Award/Start Up meeting. Any 3-M related documentation that contains a distribution statement sent via e-mail shall be encrypted and digitally signed in accordance with current NAVSEA requirements.

e. CD-ROM Deliverables. All CD-ROMs shall be delivered in individual, square, ultra-thin jewel cases or individual CD-ROM envelopes, one CD-ROM per case/envelope. If CD-ROM jewel case or CD-ROM envelope does not have a clear cover, each CD-ROM jewel case or CD-ROM envelope shall be appropriately labeled to match the label on the CD-ROM. CD-ROMs shall be labeled to include the following information:

Contract Number
NAVFAC EXWC plus PWS Identifying Number
MIP Numbers and list of documentation contained on the CD
Date

f. The following deliverables shall meet NAVSEASYSCOM and industry standards, and shall be developed in accordance with guidance and standards listed in Section 2:

Draft MIPs/MRCs
On-Site Draft MIPs/MRCs

100% MIP/MRC
Final MIP/MRC
Interim RCM Analysis
Maintenance Task and Interval Recommendations
100% RCM Analysis
Final RCM Analysis
TFBR Responses
100% TFBR MIP/MRC
Final TFBR MIP/MRC
Draft TFBR Formal NAVFAC EXWC Correspondence
Technical and Administrative Support (as applicable)

Section D - Packaging and Marking

SECTION D

D.1 PREPARATION FOR DELIVERY

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

D.2 CLASSIFIED MATERIAL

Classified material, if applicable, will be packed and shipped in accordance with transmission instructions contained in the "Industrial Security Manual for Safeguarding Classified Information" and Applicable Security Requirements Guide.

D.3 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D.4 MARKING OF SHIPMENTS

(a) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Marking for Shipment and Storage.

(b) Each shipment of material and/or data shall be clearly marked to show the following information, unless otherwise specified in individual task orders issued under the contract:

Each shipment of material and/or data shall be clearly marked to show the following information, unless otherwise specified in individual task orders issued under the contract:

SHIP TO:

Receiving Officer

Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)

Acquisitions Code ACQ73

NAVAL BASE VENTURA COUNTY

Attn: PCO for Contract No. (Number will be provided at time of award)

1100 23RD BLDG 1100

PORT HUENEME, CA 93043-4301

MARK FOR:

Contract Number: N39430-15-D-1603

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

SECTION F**F.1 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD**

The ordering period of CLIN 0001 (base contract period) is from date of award through 12 months from the date of award.

F.2 OPTION ORDERING PERIODS

Contract Type Option Period CLINs:

The ordering period for CLIN 0002 (1st Option Period), is 24 months and one (1) day from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0003 (2nd Option Period), is 36 months and one (1) day from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0004 (3rd Option Period), is 48 months and one (1) day from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0005 (4th Option Period), is 60 months and one (1) day from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

F.3 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destination specified on the individual task orders issued hereunder.

F.4 PLACE OF PERFORMANCE AND DELIVERY (TASK ORDER)

The place of performance and delivery for any services to be performed hereunder will be specified in individual task order issued under this contract.

F.5 CONTRACT NOTICE REGARDING LATE DELIVERY

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the order requirements of the contract, the Contractor shall immediately provide written notification to the Contracting Officer, via the cognizant Contract Administration Services Office, if assigned, giving pertinent details. This data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirement by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 10-APR-2015 TO 09-APR-2016	N/A	N/A FOB: Destination
0002	POP 10-APR-2016 TO 09-APR-2017	N/A	N/A FOB: Destination
0003	POP 10-APR-2017 TO 09-APR-2018	N/A	N/A FOB: Destination
0004	POP 10-APR-2018 TO 09-APR-2019	N/A	N/A FOB: Destination
0005	POP 10-APR-2019 TO 09-APR-2020	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

SECTION G

G.1 CONTRACT TYPE

This contract is an Indefinite Delivery Indefinite Quantity with Firm Fixed Price Task orders.

G.2 The Contracting Officer for this contract is:

Maria Socorro C. Nailat
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)
1100 23rd Ave Building 1100
Port Hueneme, CA 93043-4347
(805) 982-5092

The Contract Specialist for this contract is:

Euclid-Jake P. Posadas
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)
1100 23rd Ave Building 1100
Port Hueneme, CA 93043-4347
(805) 982-4217

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

a. COR Name and Alternate COR (ACOR) Name:

COR:

Sunny Kam
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)
Code EX43
1100 23rd Avenue
Port Hueneme, CA 93043-4347

ACOR:

William Kirkbride
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)
Code EX43
1100 23rd Avenue
Port Hueneme, CA 93043-4347

b. The COR will act as the Contracting Officer's Technical Representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of the Contractor's performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the Statement of Work in the contract or task order.

c. When in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or task order, the Contractor shall promptly notify the Contracting Officer in writing before performing out of scope work.

d. In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate CORs.

G.4 ADDITIONAL TASK ORDER ISSUANCE PROCEDURES

G.4.1. General Instructions

Each task order shall include as a minimum:

- (i) Date of Order
- (ii) Contract Number and Order Number
- (iii) Contract item number and description, quantity, and unit price or estimated cost
- (iv) Delivery or performance schedule
- (v) Place of performance
- (vi) Any packaging, packing, and shipping instructions; security instructions, if any
- (vii) Accounting and appropriation data
- (viii) WAWF point of contact information (inspector, acceptor, LPO)
- (ix) Wage Determination

G.4.2. Requirement for Proposals

a. The Section C Statement of Work is intended to describe the general scope of all the work that may be ordered under this Contract. Only after the Contracting/Ordering Officer and the Contractor have negotiated a specific task order will a DD 1155 be issued to the Contractor indicating the period of performance.

b. A request for a task order proposal will be forwarded to the Contractor via electronic mail from the Contracting Officer at NAVFAC EXWC ACQ, Port Hueneme, CA. The request will include the proposed Statement of Work, associated CDRLs, as applicable; performance schedule; etc. The Contractor shall submit a proposal within ten (10) working days from the date of the request from the Contracting/Ordering Officer. The response period includes a three- day working window for the Contractor to forward written comments and questions. E-mailed Task Order Proposals are acceptable. All work issued under this Contract will be negotiated and will result in fixed price task orders.

c. When the Contracting/Ordering Officer has determined a bona-fide urgency exists for the Government, the Contractor shall honor the Contracting/Ordering Officer's request to expedite proposal submission and return a proposal to the Contracting/Ordering Officer within (5) working days from the date of the request from the Contracting/Ordering Officer.

d. As a minimum, the Contractor shall include in their task order proposal:

- 1. Specific recommendations as to how the proposed work could be accomplished more effectively and efficiently;
- 2. Proposed Labor Categories taken from Schedule B;
- 3. Number of proposed Labor hours for each Labor Category;
- 4. Itemized list of materials and their proposed cost;
- 5. A detailed breakdown of any proposed travel (airfare, rental car, gas food and lodging etc; Proof that any required Security Clearance for any Contractor personnel working under this specific task order;
- 6. Any other price and cost information requested by the Contracting/Ordering officer.

G.5 TRAVEL

Some of the task orders issued under this contract will require travel. The numbers of trips and locations have not yet been identified.

G.5.1 Contractor travel shall be identified in individual task orders.

(i) Any travel required to perform a task order should be specifically identified by the Contractor in its task order proposal

(ii) The Contractor is responsible for obtaining visas, passports, international driver's licenses and any other documentation required to perform their work.

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.216-7006	Ordering	MAY 2011
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
5252.216-9306	Procedures for Issuing Orders (NOV 2009)	MAY 1998

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspector: N39430

Acceptance: N39430

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N39430
Admin DoDAAC	N39430
Inspect By DoDAAC	N39430
Ship To Code	To be determined
Ship From Code	To be determined
Mark For Code	To be determined
Service Approver (DoDAAC)	N39430
Service Acceptor (DoDAAC)	N39430
Accept at Other DoDAAC	N39430
LPO DoDAAC	N39430
DCAA Auditor DoDAAC	To be determined
Other DoDAAC(s)	To be determined

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Sunny.kam@navy.mil

Euclidjake.posadas@navy.mil

Vaisala.tutogi@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

___X_ (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

___X_ (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

___X_ (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

Section H - Special Contract Requirements

SECTION HH.1 HOLIDAYS

a. A portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

NAME OF HOLIDAYTIME OF OBSERVANCE

New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

b. In the event any of the above holidays occur on Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

H.2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The Quality Assurance Surveillance Plan (QASP) is a government only tool used to survey the contractor's performance including quality compliance and delivery of contract items in accordance with the contract. A sample copy is attached (Section J Attachment 5) only for contractor information. This is not a part of the contract and it may change at the government discretion. Each task order will have a unique QASP developed for it and for government use.

H.3 PLANT ACCESS

The Government Contracting Officer's Representative (COR) and other authorized Government personnel shall be allowed access to the contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting government personnel has complied with the visit planning and coordination requirements of FAR 42.402.

H.4 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

If performance of any work under this contract is required at a Navy facility, the Contractor shall contact the Navy Occupational Safety and Health Office prior to performance at ANY work under this contract.

Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal, and/or Navy regulations protecting the environment, contractor employees, and person who live and work in and around contractor and/or federal facilities.

Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (a) wear appropriate safety equipment and clothing; (b) are familiar with all relevant emergency procedures should an accident occur, (c) have access to a telephone and telephone number, to include emergency telephone numbers, for the facility where work is performed.

H.5 KEY PERSONNEL

a. The Key personnel positions listed in the key personnel paragraph b. below are considered to be critical to the successful performance of this contract and shall possess the work experience, education, and qualifications required at the time of proposal submission. Prior to replacing any of these key personnel, the contractor shall provide complete resumes for proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should satisfy the key personnel work experience, education, and qualifications set forth elsewhere in this contract. The Contracting Officer will notify the Contractor within 15 business days after receipt of all required information of the consent on substitutes.

b. Key Personnel List

POSITION:

Program Manager

Technical Lead/Project Manager

Technical Senior/Lead Technician

c. Key Personnel minimum qualifications are specified in Section C, Performance Work Statement.

H.6 WAGE DETERMINATION, MINIMUM WAGE RATES FOR INDIVIDUAL TASK ORDERS

The various locations, where the work will be performed, are unknown at this time. Wage Determination will be included at the Task Order level.

H.7 NO SOFA SPONSOR

Task orders may require work to be performed in the following countries: Japan, Spain, Italy, United States (including territories), Diego Garcia, Marianas, and Australia. The Government will acknowledge the existence of this contract to third parties including the execution of documents which describe the contract and the contractor's role under the contract. The government, however, will not sponsor the contractor under the applicable Status of Forces Agreement or treaty. Therefore, the contractor must inform itself regarding the requirements to legally work in the applicable country and take all steps required to comply with local law. This may, inter alia, include payment of local taxes, obtaining business licenses, or utilizing a local subcontractor. Similarly, the Government will not provide logistical (e.g. on base lodging or shopping privileges) support to the contractor or contractor personnel except as specifically set forth in the task order.

H.8 SECURITY WARNING

The contract, or the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Section 793 and 794. The transmission or the revelation of classified information, in any manner to an unauthorized person, is prohibited by law. The contractor's attention is directed to the clauses entitled "Security Requirements" (FAR 52.204-2), incorporated by reference in Section I.

CLAUSES INCORPORATED BY REFERENCE

5252.237-9301 Substitutions of Key Personnel (JUN 1994)

MAY 1998

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-2	Service Of Protest	SEP 2006
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008

252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry	OCT 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013

CLAUSES INCORPORATED BY FULL TEXT

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of 41 U.S.C. 2102 or 2103, as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the

Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award date through the end of the contract period including any extensions caused by exercise of the option years

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500., the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$90,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract two years after the contract completion date.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days .

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code - assigned to contract number .

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

WD 05-2071 (Rev.-16) was first posted on www.wdol.gov on 08/05/2014
REGISTER OF WAGE DETERMINATIONS UNDER U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor|

EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION

WASHINGTON D.C. 20210

Wage Determination No.: 2005-2071

Revision No.: 16

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Diane C. Koplewski
Director Wage Determinations

(End of clause)

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52.222-49 SERVICE CONTRACT LABOR STANDARDS--PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following _____. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the _____.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment

in the contract price.

(End of clause)

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52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not--

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall--

- (1) Notify its employees of--
 - (i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of--

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in --

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional

information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

(End of clause)

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52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and

conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

- (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://farsite.hill.af.mil/>

DFARS: www.acq.osd.mil/dpap/dars/dfarspgi/current/

NFAS:

http://www.navfac.navy.mil/content/dam/navfac/Small%20Business/PDFs/Contracting_with_NAVFAC/SB-NAVFAC_Naval_Facilities_ACO_Supplement_NOV2012_change1.dpf

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) Definitions. As used in this provision--

``System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

``Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an ``NCAGE code."

``Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

``Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

``Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record ``Active."

(End of clause)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS--BASIC (SEP 2014)

(a) Definitions. As used in this clause--

Storage means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

Toxic or hazardous materials means--

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing, treating, or disposing of toxic or hazardous materials not owned by DoD on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense. A charge may be assessed for any storage or disposal authorized under any of the exceptions to 10 U.S.C. 2692. If a charge is to be assessed, then such assessment shall be identified elsewhere in the contract with payment to the Government on a reimbursable cost basis.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that require, may require, or permit a subcontractor access to a DoD installation, at any subcontract tier.

(End of clause)

252.225-7021 TRADE AGREEMENTS (OCT 2013)

(a) Definitions. As used in this clause—

“Caribbean Basin country end product”—

(i) Means an article that—

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase

under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of—

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Designated country” means—

(i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan (known in the World Trade Organization as “the Separate Customs Territory of Taiwan, Penghu, Kinmen, and Matsu” (Chinese Taipei)), or the United Kingdom);

(ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Panama, Peru, or Singapore);

(iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or

(iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

“Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Free Trade Agreement country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Least developed country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a least developed country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

“Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.

“Qualifying country” means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Finland
France
Germany
Greece
Israel
Italy

Luxembourg
 Netherlands
 Norway
 Poland
 Portugal
 Spain
 Sweden
 Switzerland
 Turkey
 United Kingdom of Great Britain and Northern Ireland.

“Qualifying country end product” means—

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if—
 - (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
 - (1) Components mined, produced, or manufactured in a qualifying country.
 - (2) Components mined, produced, or manufactured in the United States.
 - (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
 - (B) The end product is a COTS item.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-made end product” means an article that—

- (i) Is mined, produced, or manufactured in the United States; or
- (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.

“WTO GPA country end product” means an article that—

- (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (b) Unless otherwise specified, this clause applies to all items in the Schedule.
- (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—

(1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and

(2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(ii) A national interest waiver has been granted.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:

(1) General Note 3(c), Products Eligible for Special Tariff Treatment.

(2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States—Caribbean Basin Trade Partnership Act of 2000.

(3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).

(4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States—Caribbean Basin Trade Partnership Act.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

SECTION JATTACHMENTS

Attachments	Name	Number of Pages
1	Acronyms and Abbreviations	4
2	Sample Representation of Equipment Types for PMS/CDM effort	3
3	Sample Representation of Equipment Types for ILS effort	3
4	Preliminary DD 254	2
5	QASP Sample	20
6	Contract Data Requirements List (CDRL)	2
7	Schedule of Total Estimated Price	6
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Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-8	Annual Representations and Certifications	MAY 2014

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is US\$15M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It () is, () is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable

claims of specific patents.

(End of provision)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

(a) Definitions. As used in this provision--

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
--	--

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

ADDITIONAL INSTRUCTIONS TO OFFERORS

L.1 INQUIRIES BY PROSPECTIVE OFFERORS

The common cut-off date for receipt of all written solicitation questions is close of business on the 15th calendar day after the solicitation posting date. Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation to the Contract Specialist, Euclid-Jake Posadas via email: euclidjake.posadas@navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Comments and questions must reference SOLICITATION N39430-15-R-1603. Acknowledgement of receipt of questions will not be made.

L.2 ORGANIZATION OF OFFER

Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The technical proposal must address the evaluation factors in Section M and include all required documentation. The information shall be organized as follows:

1. Cover Letter. A letter containing the following:

Name and address of offeror;

The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations; and

The address and telephone number for the authorized representative of the offeror.

2. Standard Form 33, Solicitation, Offer, and Award and all its Amendments in Standard Form 30.

3. Technical Proposal, Volume I

4. Price Proposal, Volume II

L.3 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Offerors shall submit proposals in response to this solicitation in paper (hard copy) and CD (electronic) format:

1. **HARD COPY AND ELECTRONIC INSTRUCTIONS:** The proposals shall be submitted to the address cited below. The package(s) shall be marked with the name of the offeror, the solicitation number, and the date and time specified for receipt of proposals. No other markings shall be used on the package(s). Proposals not received at the address below on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1 INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION (JAN 2004)—ALTERNATE I (OCT 1997). Submit your technical and price proposal in the following format: Submit One (1) original Technical proposal and Four (4) copies separately bound and organized by evaluation factor in paper (hard copy) format, as well as on One (1) Compact Disk (CD) electronic copy in PDF format. Also, submit One (1) original signed Price proposal and one (1) copy separately bound and organized in paper (hard copy) format, as well as on One (1) CD electronic copy in PDF format and in Microsoft Excel. Submit all of the requested paper (hard copies) and electronic CDs to the following address.

NAVFAC EXWC Acquisitions Department
Code ACQ73
Naval Base Ventura County
Attn: Euclid-Jake Posadas, IPS N39430-15-R-1603

1100 23rd Avenue Bldg. 1100 Room B107
Port Hueneme, CA 93043-4301

2. Offerors are advised to be aware of FAR 15.208 and take proper steps to ensure timely receipt of their proposals at NAVFAC EXWC Acquisitions Department (Code ACQ73), Naval Base Ventura County, Port Hueneme.

L.4 CONTENT OF PROPOSAL

The proposal must address the evaluation factors in Section M and include all required documentation. The documentation shall be provided in volumes formatted as described below:

VOLUME	FACTOR	PAGE LIMITATION	TITLE
I	1	See page limitation of Factors Parts 1A, 1B, and 1C below.	Technical Approach
I	1A	7	Maintenance Planning Approach
I	1B	7	Supply Support Approach
I	1C	7	Technical Documentation Approach
I	2	See page limitation of Factors Parts 2A and 2B below.	Management Approach, Staffing Plan and Key Personnel
I	2A	12	Management Approach and Staffing Plan
I	2B	12	Key Personnel
I	3	5	Safety
I	4	5 per submittal	Past Performance on Recent, Relevant Projects
II	5	Unlimited	Price Proposal

1. Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder.

2. Each volume shall contain a detailed table of contents to outline the subparagraphs within that volume. Tab indexing shall be used to identify sections.

3. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.

4. Submission of the proposal shall be typewritten, and shall be presented on Standard 8.5 x 11 inch paper, one-inch margins, single-spacing using 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted which exceed the limits in the chart above will not be considered in the evaluation. The Cover Letter, personnel resumes, blank pages, tables of contents, glossaries, and indexes are not considered a "page" for page limit purposes. The font size requirement for tables and graphics may be either Times New Roman or Calibri however are no less than font size 12. Offerors may only submit 11x17 page foldouts in lieu of 8.5 x11pages to accommodate graphics and tables.

5. Volume I – Technical Proposal; and one cover letter (Original Technical proposal and 4 copies separately bound and organized by evaluation factor). The Technical Volume shall consist of four sections: Technical Approach; Management Approach, Staffing Plan and Key Personnel; Safety; and Past Performance.

6. Volume II – Price Proposal (one copy of the signed Original proposal and 1 copy separately bound and organized). The price proposal includes a completed copy of Attachment 7, in Section J of the solicitation. Section K; statement that representation and certifications are current in SAM. Identification of any Organizational Conflict of Interest. The proposal will include: signed Standard Form 33, Solicitation, Offer, and Award and signed Standard Form 30, Amendments/Modifications and all Attachments.

7. One (1) electronic copy of the Technical proposal on CD in (PDF) format and One (1) electronic copy of the Price proposal on CD in (PDF) format as well as in Microsoft Excel. Offeror is responsible for readability of data on CD.

8. Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should also be made to the above address.

L.5 FORMAT OF THE TECHNICAL PROPOSAL – VOLUME I

The following information shall be included in the technical proposal: A cover letter shall accompany the proposal to include the solicitation number, name, address, DUNS and Cage Code, telephone number and facsimile number of the offeror. This page will not be included in the page count.

- Factor 1 – Technical Approach
 - Part 1A- Maintenance Planning Approach
 - Part 1B-Supply Support Approach
 - Part 1C-Technical Documentation Approach
- Factor 2 – Management Approach, Staffing Plan and Key Personnel
 - Part 2A -Management Approach and Staffing Plan
 - Part 2B- Key Personnel
- Factor 3 – Safety
 - (1) Experience Modification Rate (EMR)
 - (2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) rate.
 - (3) Technical Approach to Safety
- Factor 4 – Past Performance on Recent, Relevant Contracts

L.6 SUBMITTAL REQUIREMENTS FOR EACH FACTOR AND SUBFACTOR

1. Factor 1 Technical Approach.

Factor 1 Technical Approach Factor consists of three (3) parts.

- Part 1A- Maintenance Planning Approach
- Part 1B-Supply Support Approach
- Part 1C-Technical Documentation Approach

(a) Part 1A-Maintenance Planning Approach: Offerors shall demonstrate their technical approach to accomplish the requirement listed in Section C.5.5 of the Performance Work Statement (PWS) by providing, as previously developed one (1) copy each from three (3) separate projects the following: a NAVSEA accepted Reliability Centered Maintenance (RCM) Analysis or equivalent for equipment like or similar to that listed in PWS Attachments #2 and #3. The associated dates completed for each project shall also be included.

(b) Part 1B- Supply Support Approach: Offerors shall provide their technical approach to perform the requirements as outlined in the Performance Work Statement (PWS) Section C.5.4. Supply Support for ICAPS developed APL and AEL, for equipment like or similar to that listed in PWS Attachments #2 and #3.

(c) Part 1C- Technical Documentation Approach: Offerors shall demonstrate their technical approach to accomplish this requirement as outlined in the Performance Work Statement (PWS) Section C.5.7 by providing technical writing approach, in outline format, the following: 1) research and procurement of complete Commercial off the shelf (COTS) technical manual; 2) writing, evaluation of, and/or editing of Technical Manuals; and 3) development, revising of technical drawings.

2. Factor 2 Management Approach, Staffing Plan and Key Personnel Factor.

Factor 2 Management Approach, Staffing Plan and Key Personnel Factor.

Part 2A -Management Approach and Staffing Plan

Part 2B- Key Personnel

(a) Part 2A-Management Approach and Staffing Plan: The Offeror shall propose an Organizational Chart of no more than 12 pages, showing lines of authority and functional areas of responsibility for proposed personnel (prime and subcontractors) for this requirement. The offeror shall define the roles and responsibilities of all proposed personnel (prime and subcontractors). In the event that the use of subcontractor(s) is proposed, and where the subcontractor(s) will accomplish a significant portion of a clearly identifiable scope of work on a consistent basis, a "prime and subcontractor" relationship will be considered. In such instance, the "prime" shall clearly identify the limits of responsibility for each "subcontractor's" members; identify contractual relationships and authorities to bind the "prime and subcontractor" relationship; and identify the contribution to the planned arrangement in terms of the type and proportion of the work to be performed. The offeror must also submit a staffing plan of the company's on-going, long-term methodology for recruiting, training and retaining on an uninterrupted basis, high quality personnel who will meet the PWS requirements for the life of the contract.

(b) Part 2B-Key Personnel: Offeror shall submit resumes for the three Key Personnel positions described in the PWS sections C.4.1 Program Manager, C.4.2 Technical Lead/Project Manager, and C.4.3 Technical Senior/Lead Technician. Each separate resume shall include at a minimum, a list of relevant projects of similar size, scope, and complexity with contract amounts, dates completed, contract numbers, and points-of contact with current phone numbers for reference checks. Each resume shall cite the specific education completed, and number of years worked in that field. The offeror shall demonstrate that the personnel meet the qualification of the respective Labor Category referenced under the Key Personnel in Sections C.4.0, Personnel Requirements to include (C.4.1 Program Manager, C.4.2 Technical Lead/Project Manager, and C.4.3 Technical Senior/Lead Technician). All key personnel must be available full-time. Each resume is limited to two (2) pages. The offeror is required to submit a current, signed "Letter of Intent" for all personnel that are contingent hires and whose resumes are submitted as part of the proposal. The letter must be signed by the employee and the offeror's "Letter of intent" is not included in the 2 page limit. The meaning of current as used in this factor is defined as "within 30 days prior to submission of proposal". A "Letter of Intent" that states that personnel working on other contracts in various global locations are willing and ready to support the contract (signed by the company and employee is acceptable).

3. Factor 3 Safety.

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(a) Experience Modification Rate (EMR): For the three previous complete calendar years 2011, 2012, and 2013, submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the three previous complete calendar years 2011, 2012, and 2013 submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(c) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

4. Factor 4 Past Performance.

Offerors may submit up to five (5) recent relevant contracts that demonstrate the offerors ability to successfully deliver products and services that are similar in services/support, complexity, subcontracting/teaming effort to work described in the performance work statement.

Past Performance Evaluation Forms: For each contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ) (Attachment 8). If a completed CPARS evaluation is available, it shall be submitted with the proposal. If there is not a completed CPARS evaluation, the PPQ must be submitted.

A PPQ form is included in the solicitation as Attachment C and is provided for the offeror or its team members to submit to the client for each contract the offeror includes in its proposal. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a contract before the proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract and client information. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Euclid-Jake Posadas, via email at Euclidjake.posadas@navy.mil prior to the proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

The requirement to submit these forms cannot be satisfied by directing the Government to consider forms or information submitted on other procurements. The Government may utilize previously submitted PPQ information or any other Information available in the past performance evaluation. In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

5. Factor 5 Price – VOLUME II

(a) The Contracting officer has determined that certified cost or pricing data is not required for this solicitation based on the exception at FAR 15.403-1(b)(1), adequate price competition. If after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, the Contracting Officer may require additional data other than certified cost and pricing data in accordance with FAR 15.403-1(b) and 15.403.3(a) or certified cost or pricing data in accordance with FAR 15.403-4.b.

(b) The Price proposal shall be submitted in a separate volume (Volume II) from the technical proposal (Volume I). No technical information shall be submitted as part of the price proposal.

(c) The Offerors price proposal volume II should be organized as follows:

(i) Cover Letter. The cover letter will state the total price and may include some narrative about the price proposal. The narrative may contain any general information that describes and supports the offeror's price proposal, and may describe methodology used, and assumptions made, if any are made.

(ii) Offeror must provide a price for each contract line item (CLIN) in Section B of the solicitation.

(iii) A completed Schedule of Total Estimated Price, Attachment 7 of the solicitation. The offeror shall supply the most competitive annual priced rates for direct labor in developing the price proposal. The priced rates should include the base hourly rate, overhead expense, general and administrative expense, and any other factors and profit.

The priced rates will be binding on the offeror for the duration of the contract and will be incorporated into the contract price schedule with the exception of profit, which will be a maximum allowable rate per task order.

FOR EVALUATION PURPOSES ONLY: The offeror shall use the Government estimated annual amounts delineated below for labor category hours, direct material, travel, and subcontracts in developing the price proposal. Offerors may use their own format for the Schedule of Total Estimated Price, if (1) use of the Government's preferred format will cause an unreasonable burden on resources and (2) the Offeror's format provides in substance the same level of detail and information reflected on the Government's pricing format. Elements of Schedule of Total Estimated Price are as follows:

(A) Direct Labor. The offeror shall use the Government estimated annual labor hours delineated, below, to develop its proposal and prepare the Schedule of Total Estimated Price, Attachment 7 of the solicitation.

Labor Category	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Project Manager	4,512	4,512	4,512	4,512	4,512
Technical Lead	7,520	7,520	7,520	7,520	7,520
Quality Control Lead	3,008	3,008	3,008	3,008	3,008
Technician, Senior	10,528	10,528	10,528	10,528	10,528
Technician, Intermediate	12,032	12,032	12,032	12,032	12,032
Administrative, Intermediate	1,504	1,504	1,504	1,504	1,504

(B) Direct Material. The offeror shall use the Government estimated annual direct material price delineated below to develop its proposal and prepare the Schedule of Total Estimated Price, Attachment 7 of the solicitation.

Element	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Direct Material	\$120,000	\$122,000	\$124,000	\$126,000	\$128,000

(C) Travel. The offeror shall use the Government estimated travel and

subsistence prices delineated below to develop its proposal and prepare the Schedule of Total Estimated Price, Attachment 7 of the solicitation.

Element	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Travel	\$177,000	\$180,000	\$184,000	\$188,000	\$192,000

(D) Subcontracts. The offeror shall use the Government estimated subcontracts Prices delineated below to develop its proposal and prepare the Schedule of Total Estimated Price, Attachment 7 of the solicitation.

Element	Base Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4
Subcontracts	\$ 860,000	\$ 880,000	\$ 905,000	\$ 925,000	\$ 950,000

(E) Mark-up rates. The offeror shall propose a mark-up rate(s) to develop and prepare Schedule of Total Estimated Price, Attachment 7 of the solicitation. The offeror shall supply the most competitive annual mark-up rate (s) in developing the price proposal. The mark-up rate is applicable to direct material, travel and subcontracts. The mark-up rates should include the general and administrative expense, and any other indirect rates/amounts and profit. The mark-up rates will be binding on the offeror for the duration of the contract as maximum allowable mark-up rates and will be incorporated into the contract price schedule.

(d) The company's financial statement (F/S) for the most recent completed 12-month financial accounting year. Include the balance sheet, income statement and related notes or management discussions and analysis, if any. Include the cash flow statement if prepared. The submission requirement in descending order of preference is:

- F/S complied/reviewed/audited by independent external auditor.
- Company prepared F/S.
- Accounting system generated F/S.

CLAUSES INCORPORATED BY REFERENCE

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.216-27	Single or Multiple Awards	OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on

this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Quantity Indefinite Delivery Fixed Price contract resulting from this solicitation.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR and DFARs: <http://farsite.hill.af.mil/>

(End of provision)

Section M - Evaluation Factors for Award

SECTION MM.1 BASIS FOR AWARD

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.
2. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
3. The best value tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.
4. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

M.2 BASIS OF EVALUATION

Each offeror will be evaluated based on four (4) non-price evaluation factors described above. The relative order of importance of the non-price evaluation factors is the technical factors (Factors 1, 2, and 3) are of equal importance to each other respectively and, when combined are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 4). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-price evaluation factors) are approximately equal to price (Factor 5).

1. Factor 1 Technical Approach Factor.

Factor 1 Technical Approach Factor consists of three (3) parts.

- Part 1A- Maintenance Planning Approach
- Part 1B-Supply Support Approach
- Part 1C-Technical Documentation Approach

(a) Part 1A-Maintenance Planning Approach: The government will evaluate the extent to which the offeror demonstrates its technical ability to perform the requirement listed in Sections C.5.5 of the Performance Work Statement (PWS). The government will evaluate the technical content of the offeror submitted NAVSEA accepted Reliability Centered Maintenance (RCM) Analysis or equivalent for equipment like or similar to that listed in PWS Attachments #2 and #3.

(b) Part 1B- Supply Support Approach: The government will evaluate the extent to which the offeror demonstrates its technical ability to perform each of the requirement listed in Sections C.5.4 of the Performance Work Statement (PWS).

(c) Part 1C- Technical Documentation Approach: The government will evaluate the extent to which the offeror demonstrates its technical ability to perform each of the requirements listed in Sections C.5.7 of the Performance Work Statement (PWS). The government will evaluate the technical accuracy and completeness of the offerors submitted technical writing approach outline for 1) research and procurement of complete Commercial off the shelf (COTS) technical manual; 2) writing, evaluation of, and/or editing of Technical Manuals; and 3) development, revising of technical drawings.

2. Factor 2 Management Approach, Staffing Plan and Key Personnel.

Factor 2 Management Approach, Staffing Plan and Key Personnel Factor consists of two(2) parts.

Part 2A -Management Approach and Staffing Plan

Part 2B- Key Personnel

(a) Part 2A-Management Approach and Staffing Plan:

The offeror will be evaluated on the following:

-Proposed Organizational Chart - to the degree that the offeror establishes a well-defined and efficient line of authority, responsibility and communication in managing a complex effort that involves many personnel and multiple work units interfacing both inside and outside the corporate structure.

-Prime and Sub Relationships - In the event that the use of subcontractor is proposed, the offeror will be evaluated on the evidence of any committed relationships between prime and subs for this acquisition.

-Staffing Methodology - The offeror will be evaluated on the company's staffing methodology for hiring, retaining and training personnel of this requirement. The ability to bring the appropriate expertise/ experience to maintain these requirements for the life of the contract will be evaluated.

(b) Part 2B- Key Personnel: The offeror's resume will be evaluated on the relevant qualifications, background, experience and training for all such Key Personnel to demonstrate the technical knowledge and capability of such personnel to accomplish the work in the PWS. The work history of each Key Personnel must contain experience on work performed for like, or similar, requirements to that described in the PWS and the depth of relevant experience in years. If subcontractor's are to be used, resumes of Key Personnel shall be included in this section, with the present company affiliation clearly identified.

3. Factor 3 Safety.

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, any and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

Experience Modification Rate (EMR)

OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate

Offeror Technical Approach to Safety

Other sources of information available to the Government

(a) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(b) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(c) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

4. Factor 4 Past Performance.

The government will evaluate the degree to which recent relevant past performance evaluations and all other past performance information reviewed by the Government (e.g., PPIRS, Federal Awardee Performance and Integrity Information System (FAPIIS), Electronic Subcontract Reporting System (eSRS), performance recognition documents, and information obtained from any other source) reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Recency of tasks performed that are identical to, similar to, or related to the task at hand; and
- Comments including any about subcontractors/teaming arrangements
- A respect for stewardship of Government funds

Offerors with no recent/relevant performance record available or if the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned will receive an "Unknown Confidence/Neutral" rating. The more recent relevant contract may receive more consideration.

5. Factor 5 Price.

The Government will evaluate price based on the total price. Total price consists of the basic requirements and all option items (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Proposal analysis will be performed in accordance with FAR 15.404-1, using one or more of the following techniques:

- (a) Comparison of proposed prices received in response to the solicitation.
- (b) Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items.
- (c) Use of parametric estimating methods/application of rough yardsticks to highlight significant inconsistencies that warrant additional pricing inquiry.
- (d) Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- (e) Comparison of proposed prices with independent Government estimates.
- (f) Comparison of proposed prices with prices obtained through market research for the same or similar items.
- (g) Analysis of data other than certified cost or pricing data (as defined at 2.101) provided by the offeror.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990